

## AGREEMENT REGARDING THE USE OF THE BEMYBOND PLATFORM

This agreement (hereinafter – the **Agreement**) regarding the use of the crowdfunding platform BeMyBond (hereinafter – the **Platform**) is entered into by:

**UAB Perfect Sunday**, legal entity code 306085042, with its registered office at A. Goštauto str. 40B, LT-03163 Vilnius, Lithuania (hereinafter – the **Operator**), and

**The User**, who, by electronically entering into this Agreement, confirms that they agree to its terms and conditions and are using the Platform (hereinafter – the **User**).

### 1. GENERAL PROVISIONS

- 1.1. This Agreement establishes the terms and conditions for the use of the Platform and regulates the legal relationship between Users (i.e., Investors) and the Operator.
- 1.2. By using the information and/or services available on the Platform and by visiting it, the User acknowledges and confirms that they have thoroughly familiarized themselves with this Agreement, have read it, understood the content of each of its provisions and consequences, and of their own free will, without being coerced, persuaded, or otherwise influenced, have signed (confirmed) it as a legally binding document. The User could have sought the advice of independent legal or financial advisors in evaluating this Agreement.
- 1.3. If the User does not agree with this Agreement, the User cannot use the Platform and the services of the Operator.
- 1.4. The Operator assists Users in financing projects of Project owners on a crowdfunding basis by electronically concluding transactions. The Platform acts as an intermediary between legal entities wishing to borrow and natural or legal persons wishing to lend. The return from loans and/or bonds (hereinafter – Financial instruments) announced by the Operator on the Platform is based on historical data; it may change independently of the Operator's will and does not guarantee future income.
- 1.5. The Operator does not provide the Investor with a guarantee that loans will be repaid and/or Financial instruments redeemed in accordance with their redemption terms. The Operator seeks to prudently assess credit risk and improves the applied assessment of project credit risk; however, it does not provide any guarantees regarding the quality of credit risk assessment and its compliance with the Investor's expectations and does not assume any losses incurred by the Investor if the loan amount and other amounts are not repaid and/or Financial instruments are not redeemed. The Investor assumes credit risk themselves, of their own free will, by investing in Projects. Information and data about Projects on the Platform are provided by the Project owner themselves; therefore, the Operator is not responsible for the actions or inactions of the Project owner, including the accuracy and truthfulness of this information, and does not hold the User

liable for losses that arose or may arise due to the User's actions, decisions, or transactions made using the information provided on the Platform.

- 1.6. The Operator informs that the Investor is not covered by the insurance protection established by the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors.

## 2. DEFINITIONS

- 2.1. In this Agreement, capitalized terms have the meanings specified below, except where the context gives them a different meaning:
  - 2.1.1. **Electronic Money Institution** – UAB ConnectPay providing electronic money services, where an electronic money account is opened, which is used to transfer, credit, or debit Financial Instrument amounts. UAB ConnectPay is an electronic money institution supervised by the Bank of Lithuania, responsible for the proper functioning of the account. It may also open a conditional deposit account or another account required for the Platform's operation.
  - 2.1.2. **Investor** – a natural person not younger than 18 years of age or a legal person who has properly registered on the Platform, providing crowdfunding funds to the Project owner.
  - 2.1.3. **Financing Agreement** – a contract concluded between an Investor and a Project owner, whereby the Investor provides or undertakes to provide crowdfunding funds to the Project owner in the form of a loan or other monetary form or by purchasing Financial instruments issued by the Project owner, and the Project owner issues Financial instruments and/or undertakes to repay the funds received from the Investor.
  - 2.1.4. **Financial Instruments** – debt securities (bonds) defined by the Law of the Republic of Lithuania on Joint Stock Companies.
  - 2.1.5. **Financial Instrument Subscription Agreement** – a subscription agreement for bonds issued by the Project owner.
  - 2.1.6. **Financial Brokerage Firm** – UAB "Kapitalo srautai", company code 156713099, registered office address – Vykinto str. 14, LT-08117, Vilnius, Republic of Lithuania, data registered and kept in the Register of Legal Entities of the State Enterprise Centre of Registers, holding a Category B financial brokerage firm license No. B092, issued on 2003-03-28, the supervisory authority of the financial brokerage firm – the Bank of Lithuania, the financial brokerage firm's email address info@kapitalosrautai.lt, financial brokerage firm's phone +370 5 272 37 98, financial brokerage firm's website [www.kapitalosrautai.lt](http://www.kapitalosrautai.lt), or another company chosen by the Operator to provide accounting for Financial instruments and/or other related services.
  - 2.1.7. **Minimum Investment Amount, Minimum Amount** – the minimum crowdfunding amount aimed to be raised for the Project during the Offering Period.
  - 2.1.8. **User** – a natural or legal person who can be an Investor, who has registered on the Platform and has been verified by the Operator. Users, who are natural persons, can only use the services provided by the Platform directly (not through authorized or other representatives).
  - 2.1.9. **Operator** – UAB Perfect Sunday, legal entity code 306085042, with its registered office at A. Goštauto srt. 40B, LT-03163 Vilnius, Lithuania, operating under the Crowdfunding Service Provider License No. 13 issued by the Bank of Lithuania on April 16, 2024.

- 2.1.10. **Loan Agreement** – a loan agreement concluded between the Investor and the Project owner.
- 2.1.11. **Trustee** – a person representing the rights of bondholders, acting in accordance with the Law of the Republic of Lithuania on the Protection of Bondholders' Interests of Joint Stock Companies and Private Limited Companies.
- 2.1.12. **Placement Period** – means the period during which the Minimum Investment Amount for the Project is aimed to be raised.
- 2.1.13. **Platform** – a crowdfunding platform administered by the Operator, accessible at the address [www.bemybond.com](http://www.bemybond.com), through which Financing Agreements are executed.
- 2.1.14. **Questionnaire (test)** – a questionnaire completed by a non-sophisticated Investor for the first time before entering into a specific Financing Agreement, aimed at determining the non-sophisticated Investor's experience, investment goals, financial situation, general understanding of the risks of investment types offered on the Platform, as well as other questionnaires.
- 2.1.15. **Project** – a project prepared and published on the Platform for business or other purposes, excluding consumption, for which crowdfunding funds are sought to be raised.
- 2.1.16. **Project Account** – an account opened with the Electronic Money Institution, linked to the Platform, where crowdfunding funds are collected. The Project account is intended to pay out the crowdfunding funds collected to the Project owner in accordance with the procedure for the payment of such funds set out in the Project account agreement and/or other documents.
- 2.1.17. **Project Owner** – a legal entity that initiates and publishes a Project on the Platform for Investors.
- 2.1.18. **Claim Rights** – Investor's rights to claim against the Loan / Financing recipient under the Loan / Financial Instrument agreement with all related or arising rights.
- 2.1.19. **Service Fees** – fees applicable to the User, as defined on the Platform. Service Fees are published on the Platform [www.bemybond.com](http://www.bemybond.com) (the amounts of some published fees may be specified in separate agreements between the User and the Operator). Service Fees are considered part of this Agreement.

### 3. GENERAL REQUIREMENTS FOR PLATFORM USERS

- 3.1. Only registered Users who have confirmed their consent to this Agreement, including its appendix, can use the services provided by the Operator and available on the Platform. This is an essential condition for using the services and registering on the Platform. When the User electronically or by any other means confirms their consent to the Agreement, it is considered properly entered into and valid.
- 3.2. Each User undertakes to:
  - 3.2.1. Not to engage in illegal activities on the Platform (money laundering, legalization of illegally acquired funds, violation of applicable international financial sanctions, etc.);
  - 3.2.2. Use the Platform and the services provided by the Operator by providing only accurate, precise, and comprehensive information;
  - 3.2.3. Immediately notify the Operator of any changes to the information provided to ensure its currency and accuracy;
  - 3.2.4. If the User wishes to change their name and/or surname and/or phone number, they must contact at [info@bemybond.com](mailto:info@bemybond.com), providing evidence of the name and/or surname

- change, as well as the phone number change (e.g., a copy of an identity document, a copy of a contract for phone communication services, etc.). Upon evaluating the validity of the request, the Operator may agree to change the name and/or surname and/or phone number, reject the request, or request clarification of the provided evidence or additional evidence. The Operator informs the User of its decision via email. When the Operator changes the User's name and/or surname on the Platform, the User must undergo the identity verification procedure again.
- 3.2.5. Immediately provide accurate and comprehensive information and/or documents requested by the Operator, which are necessary for the proper implementation of applicable anti-money laundering and counter-terrorist financing requirements. The form, scope, and methods of submitting the information and/or documents are determined by the Operator;
  - 3.2.6. Keep the login data to access the Platform confidential and not disclose them to third parties in any way. The User is responsible for any losses, damages, or harm that may arise from the User's login data becoming known to a third party and, as a result, legal relations being established. The User confirms that all transactions made through the Platform will express the true will of the User and will be binding on the User in any case (including cases where third parties may have received the data and made transactions on behalf of the User, after the User voluntarily disclosed the login data to a third party, acted negligently with this data, etc.);
  - 3.2.7. Immediately change the login data to access the Platform if there is a risk that these data may have become known to third parties;
  - 3.2.8. Pay all expenses, fees, taxes, and charges incurred for using the Platform and/or Operator's services, as indicated in the Platform or in the agreement with the Operator;
  - 3.2.9. Communicate with other parties to the Financing Agreement only through the Platform and/or through the Operator until the end of the Placement period;
  - 3.2.10. Not to tamper with or otherwise affect the Platform with additional systems or use other systems to access or use the Platform;
  - 3.2.11. Not to transmit or introduce into the Platform data that may contain software viruses or any other codes, files, or programs designed to interfere with, limit, or damage the functions of the Platform or its hardware, software, or communication equipment, including programs that would automatically track, use, or store the information provided and/or presented on the Platform.
  - 3.3. During initial registration, the User creates their unique username and password for their User account. The Operator, at its discretion, sets requirements for the User's password for the Platform account (i.e., a combination of letters and/or numbers). The Operator also has the right, for security or other reasons, to demand a change of the User's password for the Platform account at any time.
  - 3.4. The User's username and password as a Platform user are confidential, and the User must ensure the security of this information and not disclose it to third parties. It is assumed that a person who uses the User's login data for accessing the Platform acts as the User himself or herself or has all the necessary User authorizations issued in accordance with legal requirements, which entitle such person to use the Platform and Operator services and participate in Financing transactions on behalf and in the interests of the User. In any case, the User is responsible for the actions of such a person using the Platform. Any breaches of the security of this data, loss, theft, or unauthorized

- use cases must be reported immediately to the Operator by email or phone using the contact details provided in this Agreement.
- 3.5. Users, who are natural persons, can only use the services provided by the Platform directly themselves (not through authorized persons or other persons representing them). Each time the User wants to perform actions on the Platform, they must log in by entering their unique username and password. Users may be provided with the opportunity to log in to the Platform and use it in other alternative ways specified on the Platform.
  - 3.6. In order to provide an additional level of security for User accounts on the Platform, the Operator may perform two-factor authentication for the User when logging into their account, making an investment, withdrawing funds from the electronic money account, and performing other actions on the Platform.
  - 3.7. In implementing the requirements for the prevention of money laundering and terrorist financing on the Platform, the Operator has the right to request that the User (both during the initial identity verification process and during subsequent business relationships with the Operator) provide additional information and/or documents about themselves, their beneficiaries, the source of funds, the activities carried out, and so on. The Operator determines the scope and methods of providing this information. The User undertakes to provide such information to the Operator properly and in a timely manner upon the Operator's request.
  - 3.8. By agreeing to this Agreement, the User also agrees that the following accounts shall be opened in their name:
    - 3.8.1. An electronic money account with an Electronic Money Institution in accordance with the agreement provided in Appendix No. 1 regarding payment services on the BeMyBond platform; the account is opened after the User successfully completes the registration process. This electronic money account will be linked to the User's personal account on the Platform and will be used for transferring funds related to Financial instruments, crediting or debiting payments.
    - 3.8.2. A personal securities account with a Financial Brokerage Firm after the User enters into a Financing Agreement for the acquisition of Financial instruments by signing a bond subscription agreement. This personal securities account is opened in the User's name based on the authorization provided by the User to the Operator while making an investment. This account will be used to keep a record of the User's securities, as required by the laws of the Republic of Lithuania.
  - 3.9. The User undertakes to pay the fees for opening and maintaining the accounts listed in point 3.8, as set out in the Service Fees published on the Platform at [www.bemybond.com](http://www.bemybond.com).

## **4. REQUIREMENTS FOR THE PROJECT OWNER**

- 4.1. Only a legal entity that meets the criteria of impeccable reputation and creditworthiness established by the laws of the Republic of Lithuania and in the Project owner Assessment Rules approved by the Operator can be a Project owner.

- 4.2. The evaluation of the Project owner is carried out each time before a new Project is announced on the Platform. The evaluation is carried out following the Project owner Assessment Rules approved by the Operator. The evaluation of the Project owner may be entrusted to third parties.
- 4.3. A Project owner who wants their evaluation to be carried out must fill out a form separately provided by the Operator, as specified in the Project owner Assessment Rules. In each case, the Operator evaluates the reliability (reputation and creditworthiness) of the Project owner seeking financing, for this purpose such Project owner undertakes to provide the Operator with at least:
  - 4.3.1. Financial statements duly approved for the last two financial years, but not older than 6 months;
  - 4.3.2. Consent expressed in the prescribed manner to the terms of the General Loan Agreement or the Financial Instrument Signing Agreement;
  - 4.3.3. Consent expressed in the prescribed manner regarding the processing of the personal data of the Project owner's directors, other members of the bodies, and participants;
  - 4.3.4. Information about the intended mortgage of real estate and/or other assets, if applicable;
  - 4.3.5. The Project owner's "My Creditinfo" report from the website <https://www.manocreditinfo.lt/>. This information may also be collected independently by the Operator;
  - 4.3.6. Information about the assets owned;
  - 4.3.7. Information about the Project owner's shareholders and their shareholdings, ultimate beneficiaries;
  - 4.3.8. Information about real estate mortgage and/or other asset encumbrance;
  - 4.3.9. Any other information or documents requested by the Operator.

## 5. REQUIREMENTS FOR INVESTORS AND THEIR REGISTRATION ON THE PLATFORM

- 5.1. An Investor can be either a natural or a legal person.
- 5.2. Before registering a new Investor on the Platform, the Operator assesses the suitability of such a person to become a registered User of the Platform.
- 5.3. When registering on the Platform, the Investor provides the following information to the Operator:
  - 5.3.1. If the Investor is a natural person: (i) name; (ii) surname; (iii) date of birth; (iv) personal identification number; (v) email address; (vi) phone number; (vii) identification data of the electronic money account to be opened or of other bank account used; (viii) other data and information requested by the Operator.
  - 5.3.2. If the Investor is a legal person: (i) name of the legal entity; (ii) code of the legal entity; (iii) registered office address of the legal entity; (iv) email address; (v) phone number; (vi) identification data of the electronic money account to be opened or of other bank account used; (vii) data about the authorized person acting on behalf of the legal entity (name, surname, scope of authority, if applicable); (viii) other data and information requested by the Operator.
- 5.4. The identity of the Investor may be verified in the following ways:

- 5.4.1. By verifying the Investor's identity with a qualified electronic signature that meets the requirements set out in the Law on Electronic Signature of the Republic of Lithuania.
- 5.4.2. By verifying the Investor's identity using electronic means allowing direct video transmission, or by using the remote identity verification service provided by the Ondato platform, when:
  - 5.4.2.1. During the live video transmission, the original identity document or the corresponding residence permit in the Republic of Lithuania is recorded, and the Investor's identity is confirmed using at least an advanced electronic signature that meets the requirements set out in Article 26 of Regulation (EU) No. 910/2014.
  - 5.4.2.2. During the live video transmission, both the Investor's face and the displayed original identity document or the corresponding residence permit in the Republic of Lithuania are captured.
- 5.4.3. By verifying the Investor's identity when they physically come to the Operator's office.
- 5.5. By registering on the Platform, the Investor agrees that their identity will be established electronically using the services of the service provider UAB Ondato.
- 5.6. In the case where the Investor is a natural person and submits an application to register as a Platform user, they give consent to the collection and processing of their personal data.
- 5.7. The Investor confirms that:
  - 5.7.1. They agree to this Agreement;
  - 5.7.2. When entering into Financing transactions, the Investor will assess the risk and the acceptability of the transaction to the Investor, and if necessary, will seek advice from specialists;
  - 5.7.3. They will pay all applicable taxes related to income received from concluded Financing transactions and other applicable taxes. For clarity, the Investor understands that the Operator is not obligated to make any deductions or withholdings unless required by applicable laws of the Republic of Lithuania;
  - 5.7.4. They understand that investing in a Project is associated with certain risk factors and that the funds allocated by the Investor for the implementation of the Project may not be returned and/or may not generate a return due to the financial difficulties, insolvency, or other circumstances of the Project owner, and in no event or circumstances will the Operator be liable for the losses or lost profits incurred by the Investor;
  - 5.7.5. The Operator may issue an instruction to deduct from the Investor's electronic money account on the Platform, where the Investor keeps the funds;
  - 5.7.6. The conclusion of Financing transactions does not violate any laws applicable to the Investor, concluded agreements, arrangements, or court decisions.
  - 5.7.7. The Investor, who is a legal person, confirms that by entering into a Financing transaction, they do not violate the requirements of laws and internal documents of the company and has all the necessary decisions and permits to conclude such Financing transaction, and the representative of the legal entity acts within their powers.

## **6. FINANSAVIMO SANDORIŲ SUDARYMO TVARKA**

- 6.1. Only registered Users can conclude financing transactions. An Investor, who has successfully registered on the Platform, can start financing Projects submitted on the Platform.
- 6.2. Through the Platform, a Project owner can: (i) seek financing of the Project by loans provided by Investors; or (ii) seek financing through Financial instruments (bonds) if the legal form of the Project owner is a joint-stock company or a private limited company.
- 6.3. When concluding a Financing transaction for the first time, a non-sophisticated Investor must complete a Questionnaire (test) designed to assess the Investor's experience, investment objectives, financial situation, and the general understanding of the risks of investment types offered on the Platform.
- 6.4. The Questionnaire (test) is completed by the Investor answering questions based on which accumulated investment experience and the Investor's knowledge of the assumed risk are assessed.
- 6.5. By completing the Questionnaire (test), the Investor undertakes not to use any person's assistance (or entrust another person to answer on their behalf). By completing the Questionnaire (test), the Investor confirms that they have completed the Questionnaire (test) independently, based on their knowledge and experience.
- 6.6. In the event that the results of the Questionnaire (test) indicate that the Investor has incorrectly answered mandatory Questionnaire questions, the Operator alerts the Investor and re-provides information about the risks associated with investment, including information about the potential complete or partial loss of funds allocated to the Project, the risk that the Investor may not receive the expected profit, liquidity risk, and other risks typical to crowdfunding by providing descriptions. After additional warnings from the Operator about possible risks associated with Financing transactions, the Investor may decide to complete the Questionnaire again and continue the activity of financing through the Platform.
- 6.7. The following information on Financial instrument signing transactions is published on the Platform: (i) the key information document for investment; (ii) the procedure for determining the acquisition and redemption price of bonds; (iii) the bond price, coupon size, and frequency of payments; (iv) the procedure, conditions, and terms of bond payments; (v) the consequences of late bond payments; (vi) the Investor's holding period, after which the Project owner redeems Financial instruments from the Investor; (vii) the possibility of early redemption of bonds before the specified term if applicable; (viii) the minimum investment amount; (ix) the Placement period, and other information.
- 6.8. The following information about Financing transactions is published on the Platform when the Project is financed by loans provided by Investors: (i) Loan amount; (ii) Interest paid by the Project owner; (iii) Minimum investment amount; (iv) Placement period, and other information.
- 6.9. The following information about the Project is published on the Platform: (i) Project description; (ii) Project return goals; (iii) the main risks of the Project; (iv) Project financing period; (v) the amount of funds raised; (vi) the entity responsible for accounting for Financial instruments issued by the Project owner (if applicable); (vii) financial information on Project implementation, and other information.
- 6.10. An Investor, who concludes a Financing transaction for the acquisition of Financial instruments, accordingly signs a bond subscription agreement detailing the procedure for subscribing to bonds.



- 6.11. An Investor, who concludes a Financing transaction when the Project is financed by a loan provided by the Investor, accordingly signs a Loan agreement detailing the procedure for providing and repaying the loan and other conditions.

## 7. PROJECT

- 7.1. In order to attract Project Financing through the Platform, the Project owner must complete a special registration form about the Project, which is directly submitted to the Operator via email at [bonds@bemybond.com](mailto:bonds@bemybond.com).
- 7.2. Along with the completed form, the Project owner must submit the documents specified in the form, including a business plan, the budget of the planned Project, the assessment of real estate or other assets performed by a professional asset appraiser with the appropriate right to provide valuation services (if applicable), information and documents confirming the financial situation (creditworthiness) of the Project owner, and other information and documents necessary to prepare the risk assessment of the Project and information that will be published on the Platform about the Project.
- 7.3. The Operator, having evaluated the registration form provided by the Project owner, along with additional information and/or documents (if required by the Operator) and adhering to these provisions:
  - 7.3.1. approves the publication of the Project on the Platform, checks the main document of the investment information prepared by the Project owner, and provides the Project owner with the prepared information for review, which will be published on the Platform; specifies when the Project activation on the Platform is planned and requests confirmation from the Project owner to activate the Project financing on the Platform; or
  - 7.3.2. rejects the publication of the Project on the Platform.
- 7.4. The Project owner agrees that the publication of the Project on the Platform will be considered a binding offer by the Project owner to Investors to conclude Financing transactions with the Project owner under the financing conditions specified on the Platform.
- 7.5. The Project owner must open a Project account, which will be used to collect funds for Financing transactions.
- 7.6. The Investor's aggregated financing funds will reach the Project account when the actions required by the Operator are performed, including the accounting of Financial instruments ownership in Investors' securities accounts (if applicable).
- 7.7. The Operator has the right to confirm the instructions and payment orders of Investors, including transferring the collected funds from the electronic money account to the conditional deposit account and Project account, and distributing the funds returned by the Project owner to Investors through the conditional deposit account.
- 7.8. If the Minimum investment amount is not raised during the specified Placement period, the Project may be withdrawn from the Platform, and the funds transferred on the basis of Financing transactions are returned to Investors. At the request of the Project owner, the Minimum investment amount may be reduced or the Placement period extended, but the existence of such an option will be disclosed in the information published about the Project.

- 7.9. The Project owner must provide the Operator with a key information document about the investment prepared according to the template provided by the Operator.
- 7.10. The project owner undertakes to inform the Operator in writing immediately, but no later than 3 calendar days in advance: (i) any changes in previously submitted information and documents, including the Project owner's contact details, and/or information about the Project planned to be published on the Platform; (ii) deterioration in the financial situation of the Project owner and/or circumstances that would reduce or may pose a threat to the creditworthiness of the Project owner; (iii) any circumstances that make it difficult or may make it difficult for the Project owner to properly fulfill the obligations assumed under the Financing transactions or the contract with the Operator; (iv) any circumstance that worsens or may affect the financial situation of the Project owner in the future (e.g., new loan obligations assumed); (v) any circumstance that poses a threat to the implementation of the Project (e.g., failure to obtain necessary permits for the Project); (vi) any court or arbitration and/or other process (e.g., recovery, etc.), if it may worsen the financial situation of the Project owner or pose a threat to the implementation of the Project;
- 7.11. The Project owner must review the information planned to be published on the Platform regarding the Project owner and the Project again no later than 2 calendar days before the planned activation of the Project on the Platform and confirm that the information is comprehensive and correct.
- 7.12. At the Operator's discretion, the Project owner may allow the publication of more than one Project on the Platform at the same time.

## **8. USER ACCOUNT AND PAYMENTS**

- 8.1. Each User is provided with a personal dashboard on the Platform to register their Financing transaction history and detailed information on Financing transactions. For clarity, the personal dashboard on the Platform is not considered a personal securities account where securities are managed in accordance with the laws of the Republic of Lithuania or any other country.
- 8.2. A User may have only one individual account on the Platform. If a User does not use their account for more than 12 months (e.g., without any investments to be made, made and/or not repaid, etc.), the Operator has the right to close the User's account, informing the User 5 business days in advance. Closing the account does not restrict the User's right to create a new account.
- 8.3. The funds raised on the basis of Financing transactions are reserved in the personal electronic money accounts of Investors opened with an Electronic Money Institution during registration and, after the end of the Placement period, are transferred to a conditional deposit account, from which they are later transferred to the Project account.
- 8.4. When redeeming Financial instruments issued by the Project owner, the Project owner transfers funds intended to redeem Financial instruments acquired by the Investor and the return on investments (if any) to the electronic money account specified by the Investor.

- 8.5. In the case of the distribution of Financial instruments, if an Investor, when transferring funds under a Financing transaction, transfers an amount less than the amount required to pay for the Financial instruments intended to be acquired from the Project owner, it will be considered that the Investor acquired only as many Financial instruments as the amount of funds was sufficient to pay for. If the Investor transfers an amount greater than is sufficient to pay for the Financial instruments intended to be acquired, the remaining amount of funds is returned to the Investor.
- 8.6. Throughout the Placement period, the reserved funds in the Investors' electronic money accounts belong to the investors. They become the property of the Project owner only after the Operator's approval, the registration of Financial instruments in the personal securities accounts of investors, and the transfer of the raised funds to the unrestricted Project owner's account. If the Minimum amount is not raised at the end of the Placement period, the Operator may instruct the Electronic Money Institution to return the funds in the Project account to the respective Investors.
- 8.7. The Operator is only the administrator of the Platform, who, according to Financing transactions initiated by Investors through the Platform, accepts and transfers information to the Electronic Money Institution, which carries out payments to Project owners. The actions performed by the Operator are not and cannot be considered as the execution of payment functions and/or the provision of payment services.

## **9. CROWDFUNDING PROCESS**

- 9.1. When an Investor decides to lend money to finance a Project or to purchase bonds issued by the Project owner, the Investor and the Project owner sign the respective Loan Agreement or Financial Instrument Subscription Agreement.
- 9.2. Using the Platform, Investors determine the amount of the loan to be granted for the Project's financing or the number of units of bonds issued by the Project owner they intend to acquire and express their will that they agree with the respective Loan or Financial Instrument Subscription Agreement and the provisions of other related documents. By transferring funds to the Project account, the Investor expresses consent to the terms of the Loan Agreement or the conditions for the acquisition of Financial instruments issued by the Project owner and the terms of the Financial Instrument Subscription Agreement. The transfer of funds to the Project account is considered to be the signing of the Loan Agreement or the Financial Instrument Subscription Agreement, and a copy of such agreement (in PDF format) is sent to the email addresses specified during registration with the Platform and displayed in personal dashboards of the Users. For clarity, the Loan Agreement or Financial Instrument Subscription Agreement shall be deemed concluded from the moment the Investor's funds are credited to the Project account. An additional procedure for signing Loan Agreements or Financial Instrument Subscription Agreements is not performed unless the Operator requests the Investor to additionally provide a signed copy of the Loan Agreement or the Financial Instrument Subscription Agreement.
- 9.3. Financial instruments will be signed on a first-come, first-served basis: if more applications are received to acquire (subscribe) Financial instruments than the

maximum amount of Financial instrument issuance, the principle of proportionality (fulfilling a proportional part of all applications) will not be applied, but the principle of time priority will be applied – applications submitted earlier will be executed first until the entire issuance of Financial instruments is signed, and surplus applications will be canceled.

- 9.4. Non-sophisticated investors who decide to invest in the Project have the right to withdraw their application within a 4-day reflection period.
- 9.5. The aggregate amount of funds raised for financing is returned to Investors, and the Project is withdrawn from the Platform if circumstances arise by the end of the Placement period (while restrictions on the use of funds apply) that, in the Operator's assessment, may have a negative impact on Investors, the financial situation (creditworthiness), and/or reputation of the Project owner.
- 9.6. Other terms of the Financing transaction are defined in the Loan Agreements or Financial Instrument Subscription Agreements.
- 9.7. The Operator must keep copies of the concluded Loan Agreements or Financial Instrument Subscription Agreements in paper or electronic format.

## **10. TRUSTEE**

- 10.1. When the Project owner (i.e., the issuer) issues bonds, in all cases (for all projects), the Project owner, together with the Trustee, signs a bondholders' protection agreement, whereby the Trustee undertakes to protect the rights and legitimate interests of the bondholders (i.e., Investors), just as the Trustee would protect its own rights and legitimate interests as the owner of the entire bond issue in relations with the Project owner. The Trustee may only be a person who meets the requirements set out in the Law of the Republic of Lithuania on the Protection of Bondholders' Interests of Joint Stock Companies and Private Limited Companies.
- 10.2. The detailed rights and obligations of the Trustee, the Project owner, and the Investor (bondholder) are defined in the Bondholders' Protection Agreement.
- 10.3. The Project owner pays the Trustee the remuneration provided for in the Bondholders' Protection Agreement.

## **11. APPLICABLE FEES**

- 11.1. The amount of fees paid by Investors to the Operator and the procedure for their payment are determined in the Service Fees published on the Platform at [www.bemybond.com](http://www.bemybond.com).

## **12. ACCOUNTING OF ISSUED FINANCIAL INSTRUMENTS**

- 12.1. The accounting of the Financial instruments issued by the Project owner and distributed through the Platform shall be conducted in accordance with the requirements set forth in the legislation of the Republic of Lithuania.
- 12.2. The entity responsible for the accounting of the Financial instruments issued by the Project owner will be indicated in the information provided for each specific Project.

## 13. PERSONAL DATA

- 13.1. User's personal data is collected and processed in accordance with all applicable laws governing personal data as applicable to the Operator as a personal data controller, including, but not limited to, the General Data Protection Regulation (hereinafter – the **GDPR**).
- 13.2. The legal basis for the processing of personal data is the Agreement concluded with the User.
- 13.3. For the purpose of entering into and performing this Agreement, the User provides the Operator with personal data, such as (hereinafter – the **Personal Data**):
  - 13.3.1. **Contact / Identification data** (when the User is a natural person): name, surname, date of birth, personal identification number, email address, phone number, identification data of the electronic money account or other bank account used, video data (if applicable), and other data requested by the Operator;
  - 13.3.2. **Contact / Identification data** (when the User is a legal person): data about the authorized person acting on behalf of the legal entity (name, surname, scope of authority, if applicable), other data requested by the Operator.
- 13.4. By signing this Agreement, the User is informed that for the purposes of this Agreement, the Operator may process the relevant User's Personal Data obtained from third parties, necessary for the assessment of the User's solvency, credit history, and the origin of funds, for example, from credit bureaus and other financial institutions or their branches, state institutions, registers, borrower databases, and other partners with whom the Operator cooperates, or third-party service providers who can provide the necessary information.
- 13.5. The Operator ensures that the User's Personal Data will not be transferred to a third country or international organization outside the European Union (hereinafter – **EU**) and the European Economic Area (hereinafter – **EEA**). However, if the Operator needs to transfer Personal Data to entities outside the EU/EEA, the Operator ensures that special protection measures are applied to protect this data.
- 13.6. By signing the Agreement, the User also confirms that:
  - 13.6.1. The User's Personal Data may be provided to third parties providing services to the Operator (e.g., external auditors, legal advisors, postal, IT service providers, etc.). Personal Data is transferred to these third parties to the minimum extent necessary to ensure the provision of third-party services.
  - 13.6.2. The Operator shares the User's Personal Data with law enforcement and regulatory authorities when required by law or when necessary to protect the interests of the Operator or a third party.

- 13.6.3. The User has rights under the GDPR and other applicable laws that allow the User to exercise these rights (with the exceptions provided for in the relevant legislation), including, but not limited to, the right to receive information about the processing of Personal Data, the right to access Personal Data, the right to request the correction of inaccurate or incorrect Personal Data or to supplement it, the right to request the deletion of Personal Data ("right to be forgotten"), the right to request the restriction of the processing of Personal Data, except for their storage, the right to data portability, and the right to object to the processing of Personal Data.
- 13.7. The Investor's Personal Data is kept for the term of this Agreement and for 10 (ten) years after the complete fulfillment of the Parties' obligations under this Agreement, except where a different storage period for Personal Data is established in the Operator's Privacy Policy or under applicable laws.

## 14. CONTACT INFORMATION

- 14.1. Operator's contact details: address: A. Goštauto str. 40B, LT-03163 Vilnius, Lithuania, email address: [info@bemybond.com](mailto:info@bemybond.com).
- 14.2. Communication between the Operator and Users takes place through the Platform or by submitting a request using the contact details provided by the Parties in this Agreement.
- 14.3. The Operator communicates with Users using the contact details provided by them during registration on the Platform. The User must immediately inform the Operator of any changes to their contact details or update them in their Platform account. If the User does not inform the Operator of changes to their contact details or does not update them in their Platform account, a notification sent to the User at their last provided contact details is considered duly delivered.
- 14.4. The User agrees that the Operator will send notifications to the User through the Platform or at the User's specified email address.
- 14.5. A notification submitted through the Platform or by email is considered received on the next business day after the day of submission.
- 14.6. After the acquisition of Financial instruments issued by the Project owner, the Project owner and the Investor communicate in the manner specified in their investment documents or in the Loan Agreement or Financial Instrument Signing Agreement.

## 15. TERMINATION OF LEGAL RELATIONSHIPS WITH USERS

- 15.1. The Operator has the right to unilaterally terminate the relationship with Users and prohibit the use of the Platform in the following cases:
- 15.1.1. The User fails to fulfill the obligations provided for in this Agreement and/or other agreements concluded between the Operator and the User;
- 15.1.2. The User has provided or provides incorrect, misleading, false, and/or incomplete information and/or documents;
- 15.1.3. There is a reasonable suspicion that the User's activities or use of the Platform violate the requirements of the legislation;

- 15.1.4. The Operator receives an instruction from responsible institutions to suspend any relations or cooperation with the User.
- 15.2. The User may terminate the relationship with the Operator by submitting a relevant request to the Operator by email if the User has no outstanding financial obligations to the Operator.
- 15.3. The Operator has the right to restrict the User's right to use the Platform and the services of the Operator, including complete removal of the User from the Platform, and take other actions that the Operator deems necessary, including, but not limited to, suspension or non-performance of its rights and obligations if such action or inaction is necessary to ensure the functional operation of the Platform and/or compliance with the rights and obligations of other Users and compliance with the legislation.
- 15.4. In all cases where the Operator reasonably believes that the User provides inaccurate or false information about themselves, engages in criminal activities, including, but not limited to, money laundering and/or terrorist financing, and/or illegally uses personal data not belonging to them, among other cases, the Operator reserves the right to report such situations to the relevant law enforcement authorities.

## **16. LIMITATION OF OPERATOR'S LIABILITY**

- 16.1. The actions of the Operator do not include:
  - 16.1.1. Assuring, guaranteeing, or otherwise ensuring that Project owners will properly fulfill their financial obligations to Investors;
  - 16.1.2. Providing loans or other financing to Users;
  - 16.1.3. Providing legal services;
  - 16.1.4. Executing real estate transactions or providing advice on related matters;
  - 16.1.5. Providing payment services and/or issuing electronic money.
- 16.2. The Operator is merely the administrator of the Platform; therefore, the Operator is not responsible and cannot be held liable for:
  - 16.2.1. Investors' failure to fulfill obligations to Project owners and Investors, including late payments;
  - 16.2.2. The accuracy, completeness, and correspondence to reality of data provided by Users;
  - 16.2.3. Actions and/or inaction of the Electronic Money Institution, including disruptions in the use of electronic money accounts and conditional deposit accounts opened in the Electronic Money Institution, including the insolvency, bankruptcy, or other actions of the Electronic Money Institution;
  - 16.2.4. Actions and/or inaction of third parties, due to which the use of the Platform and/or the services of the Operator would be disrupted and Users would suffer losses;
  - 16.2.5. The legal obligation, scope, content, suitability, and execution of documents used/provided on the Platform, including those documents used to conclude Financing transactions on the Platform;
  - 16.2.6. Changes to the activities of the Platform and/or the Operator and/or Trustee, including expansion or termination;
  - 16.2.7. The reliability and accuracy of the Project owner's and/or Project forecasts provided on the Platform, including financial indicators;

- 16.2.8. Unlawful behavior and/or breaches of the Agreement, non-fulfillment of obligations under the Agreement by other Users;
- 16.2.9. Losses incurred by Users due to force majeure circumstances, including disruptions in communication, electronic data exchange, and payment systems;
- 16.2.10. Any obligations that may arise for Users under applicable legislation, including tax legislation, when concluding and/or executing Financing transactions, except in cases where tax legislation imposes specific mandatory obligations on the Operator for tax declaration, deduction, and/or payment;
- 16.2.11. Action and/or inaction of the Trustee;
- 16.2.12. Losses incurred by Users due to changes in legal requirements, including recommendations, guidelines, or positions of supervisory authorities;
- 16.2.13. Suspension of Platform operations for any reason.
- 16.3. The announcement of a Project or the allocation of risk to a specific Project by the Operator shall not be considered as investment advice or any other endorsement by the Operator regarding the financial stability (creditworthiness) of the Project owner, the validity and prospects of the Project, the security of the investment in the Project, the ability of Investors to recover the funds raised through crowdfunding, the ability to earn returns in the form of interest, or otherwise. Such actions by the Operator cannot be considered as an offer to acquire specific Financial instruments issued by the Project owner.
- 16.4. The Operator's liability arises only in case of damage caused by the Operator's intent or gross negligence and only for direct losses that must be proven by the User.

## **17. CONFIDENTIALITY UNDERTAKINGS**

- 17.1. The Investor undertakes to keep all information obtained about the Project owner and the Project confidential and not to disclose such information to any third parties or to use such information for their or third parties' benefit.
- 17.2. The Investor undertakes not to disclose or use, for their own or others' benefit, the principles of the Operator's operation and the principles of the Platform's operation.

## **18. FINAL PROVISIONS**

- 18.1. The Operator reserves the right to unilaterally amend this Agreement and other documents used by the Operator by informing about it on the Platform. The amendments to the documents come into force on the day of their publication on the Platform and apply to all Users. The User confirms consent to the amendments made to the documents by using the Platform system. The User has the right to disagree with the changes made. Such disagreement does not affect their rights and obligations under the valid Loan or Financial Instrument signing agreements, where one of the parties is the User. However, the User will not be able to conclude new Loan agreements and (or) Financial Instrument signing agreements and (or) use the Platform and other services



- provided by the Operator. Changes made due to technological changes or due to changes in legislation are valid for all agreements.
- 18.2. This Agreement and other documents submitted on the Platform are governed by the laws of the Republic of Lithuania. Foreign laws may apply to Loan or Financial Instrument Subscription Agreements or related documents.
  - 18.3. All disputes between Users and the Operator are resolved through negotiations. Disagreements between Users and the Operator are resolved in accordance with the procedure for resolving disputes, which is provided on the Operator's website [www.bemybond.com](http://www.bemybond.com). In the absence of an agreement, the dispute is finally resolved by arbitration at the Vilnius Court of Commercial Arbitration under the Arbitration Rules. All procedural documents will be sent by email. The arbitration panel will consist of one arbitrator. The place of arbitration is Vilnius. The Lithuanian language will be used in the arbitration process.
  - 18.4. Disputes between Users and the Operator out-of-court are dealt with by the Financial Market Supervision Service of the Bank of Lithuania (address: Žalgirio str. 90, Vilnius, website: [www.lb.lt/lt/](http://www.lb.lt/lt/)).
  - 18.5. If any provision of this Agreement or other related documents is found to be invalid, it will not affect the validity of other provisions of the Agreement or other related documents.
  - 18.6. The information provided on the Platform is not intended for distribution in another country where the use of such information would be prohibited by laws or other regulations.
  - 18.7. The Platform and the information provided on the Platform are protected by copyright. The material, information, and content provided on the Platform can be copied, downloaded, stored, reproduced, printed, or otherwise used only for personal User purposes and only to the extent related to the use of services provided by the Platform and the Operator.

**AGREEMENT FOR PAYMENT SERVICES ON THE BEMYBOND PLATFORM**

These Platform Terms of Use (hereinafter – the **Agreement**) have the purpose of defining the conditions according to which the Platform Operator sell goods and/or provide services to the Customers, and to particularly distinguish terms of provision of Electronic money and other Services made available by the Payment Service Provider to the Customers through the Platform managed by the Platform Operator being the Distributor of the Payment Service Provider where applicable.

This Agreement is concluded between the Customer and the Platform Operator which, in respect of the Electronic Money Services, concludes this Agreement (including ConnectPay Documents) with the Customer on behalf of the Payment Service Provider. This Agreement with respect to other services of the Payment Service Provider shall be considered as concluded directly with the Payment Service Provider.

**1. Platform Services**

Platform Services provided by the Platform Operator include:

- (i) Crowdfunding services for investors (Customers) i.e. pooling multiple investors' interests and providing them with an ability to invest in bonds / loans issued by the company / project owners, doing so via interest-based system (Platform);
- (ii) Facilitating relationships between the company / project owners and the Customers, where the project owners can receive funding for their companies / projects and Customers can receive interest and repayments for the amounts lent to these companies / projects;
- (iii) Structuring bond issues / loans with a size of up to 5 million EUR per 12 months for a specific company / project and advertising these issues on the Platform to the Customers.

**2. Payment Service Provider's Services**

The following Electronic Money Services of the Payment Service Provider shall be distributed by the Platform Operator through the Platform:

- (l) distribution and redemption of Electronic Money.
- (i) The Customer may order other services provided by the Payment Service Provider directly from the Payment Service provider, such as: opening and management of the Electronic Money Accounts to the Customers;



(ii) issuance of Electronic Money to the Customers and holding of Customers funds;

(iii) execution of Payment Transactions of the Customers and provision of other Payment Services to the Customers requested by the Customers.

**The Payment Service Provider shall not in any case provide the Customer with the following services:**

**(i) crypto wallet, crypto exchange and any other services with virtual assets;**

**(ii) consumer lending related services;**

**(iii) investment related services;**

The Payment Service Provider has authorised the Platform Operator to offer technological access for the Customers on Payment Service Provider's behalf to use E-Money and other Services of the Payment Service Provider.

### **3. Definitions**

Capitalized terms in this Agreement are defined as follows:

**"Agreement"** means the present document. The Agreement includes the (i) registration form filled by the Customer upon registration to the Platform, (ii) Price Conditions indicated via the Platform, and (iii) ConnectPay Documents.

**"Business Day"** means a calendar day, except Saturdays, Sundays and official holidays and days off set by the legal acts of the Republic of Lithuania, when banks are normally open for business in Lithuania unless set by the Payment Service Provider and notified to the Customer differently.

**"ConnectPay Documents"** means the below documents incorporated into this Agreement by reference: (i) [ConnectPay General Terms and Conditions](#), (ii) [ConnectPay Payment Services Terms and Conditions](#), (iii) [ConnectPay Privacy Policy](#).

**"Consumer"** means a Customer who is a natural person and does not pursue aims which are consistent with the business, commercial, or professional activity of this person.

**"Customer"** means a natural or legal person who is the customer of the Platform Operator to whom, after the Electronic Money Account is opened by the Payment Service Provider, the Platform Operator provides Platform Services and to whom Platform Operator distributes and/or redeems Electronic Money on behalf of the Payment Service Provider. Customer confirms their understanding that Payment Services to the Customer are provided by the Payment Service Provider directly.



**“Dispute”** means any dispute, claim or controversy arising from or relating to this Agreement including any incorporated terms.

**“Distributor”** means the Platform Operator. The Distributor prepares, facilitates and advises its Customers, for the purpose of concluding the Agreement through the Platform. It assists the Customers for the duration of their relationship with the Payment Service Provider. The Distributor does not collect funds except for collection of Fees payable by the Customers hereunder and the Price Conditions, if applicable.

**“Electronic Money Account”** means electronic money account in IBAN format opened by the Payment Service Provider in the name of the Customer used to carry out Payment Transactions and customized to be operational for the Customer only via the Platform and having limited functionality in the manner described in this Agreement (if applicable). The Electronic Money Account may in no way be associated with a deposit account. The currency of the Electronic Money Account is indicated in the Platform during registration sign-up.

**“Electronic Money”** shall mean monetary value as represented by a claim on the Payment Service Provider which is issued on receipt of funds to the Electronic Money Account opened on behalf of the Customer and managed by the Payment Service Provider for the purposes of provision of Payment Services (Electronic Money can be simply identified as funds).

**“Electronic Money Services”** shall mean Electronic Money distribution and/ or redemption services that may be offered through the Distributor.

**“Fees”** means fees set out in the Price Conditions for Services payable by the Customer, or if agreed otherwise, directly by the Platform Operator.

**“Hard Copy”** means any instrument allowing the Customer to store information addressed to them personally in order to be able to refer to it later during a time period adapted for the purposes for which the information is provided and allowing them to identically reproduce the information stored. It is generally offered in the form of a PDF file.

**“Identity Authentication Measures”** shall mean the log-in name, registration password, PIN, One-time Password (code) given to the Customer by the Platform Operator, or other authentication measures submitted to the Customer or accepted by the Platform Operator.

**“Instruction”** means Payment Order, or any other valid instruction related to the funds held in the Electronic Money Account and/or use of the Payment Services which may be submitted by the Customer to the Payment Service Provider according to this Agreement and the ConnectPay Documents.

**“KYC”** means Know Your Customer, the process of a business verifying the identity of its customers and assessing their suitability, along with the potential risks of illegal intentions towards the business relationship in accordance with the laws and regulations applicable to the Payment Service Provider.



**“Notice”** means any physical or electronic communication or legal notices related to this Agreement that are provided to or by the Customer through text or SMS, email, the User Account, or by other means.

**“One-time Password”** shall mean a unique one-time password used instead of a written signature of the Customer and intended to identify the Customer or confirm the Order.

**“Order”** means a Payment Order, Instruction or any other valid instruction given by the Customer related to the Services.

**“Password (Passwords)”** means any code of the Customer created on the Platform or a code provided to the Customer by the Platform for the access to the User Account or initiation and management of separate Services and/or initiation, authorisation, execution, confirmation and receipt of the Payment Transactions.

**“Payment Instrument”** means any personalised device and/or certain procedures agreed between the Customer and the Payment Service Provider and used by the Customer for the initiation of the Payment Transaction, including but not limited to payment cards, any permitted device of the Customer to access the User Account.

**“Payment Order”** means an order from the payer or the payee to the Payment Service Provider to execute a Payment Transaction.

**“Payment Transaction”** means crediting of incoming payments or credit transfers of money initiated by the payer or the payee, or transactions through a Payment Instrument initiated by the Customer in accordance with the procedure set forth in the ConnectPay Documents.

**“Payment Services”** means those of the payment services defined in Article 4 (3) of the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC listed in the licence of the electronic money institution issued to Payment Service Provider and that may be provided directly by the Payment Service Provider.

**“Payment Service Provider”** means UAB ConnectPay, code: 304696889, registered address: Algirdo str. 38, LT-03218 Vilnius, Lithuania, tel.: +370 6 6644600, e-mail: info@connectpay.com, website: www.connectpay.com; information about ConnectPay is accumulated and stored in the Register of Legal Entities of Lithuania; ConnectPay is engaged in the provision of financial services, it holds an electronic money institution licence No. 24, which was granted on 16 January 2018 by the Bank of Lithuania (address: Gedimino Ave. 6, LT-01103 Vilnius, Lithuania, tel.: +370 5 2680029, e-mail: info@lb.lt, website: www.lb.lt).

**“Platform”** means an internet-based system of Platform Operator accessible by the Customer through the Platform Site and enabling the Customer to use the Services, including to exchange information with the Payment Service Provider and/or perform other actions in accordance with this Agreement including any incorporated terms.



**“Platform Customer Service”** means the customer service whose contact information is indicated on the Site, from which the Customer may obtain information regarding this Agreement.

**“Platform Operator”** means UAB Perfect Sunday (BeMyBond), code: 306085042, registered address: A. Goštauto str. 40B, LT-03163, Vilnius, Lithuania, e-mail: info@bemybond.com, website: www.bemybond.com, information about Perfect Sunday is accumulated and stored in the Register of Legal Entities of Lithuania, which administers the Platform accessible via the Platform Site and which distributes/redeems Electronic Money to the Customer as a Distributor of Payment Service Provider, accompanies Customers during their entire relationship with the Payment Service Provider, collects the documents necessary to open an Electronic Money Account. The Platform Operator does not collect funds with the exception of the Fees agreed to in the Price Conditions, if applicable.

**“Platform Services”** means as defined in section Nr. 1 of this Agreement.

**“Price Conditions”** means financial terms, including the applicable Fees the Platform Operator applies to the Customer for use of Services and the User Account, if applicable. For the sake of clarity, the Payment Service Provider does not apply additional fees for the Services rendered by the Payment Service Provider, all applicable fees are prescribed in the Price Conditions. For the avoidance of doubt the Platform Operator does not apply fees for Services at the time being, however if the fees will be introduced in the future, it will be done in accordance with the procedure set in this Agreement.

**“Services”** means Platform Services and other services that may be provided by the Platform Operator, Electronic Money Services and other services that may be provided by the Payment Service Provider.

**“Site”** means the website www.bemybond.com of the Platform Operator where the Platform is accessible.

**“Restricted Activities and Jurisdictions”** means the list of prohibited business types, activities and jurisdictions listed in this Agreement as updated from time to time that may render Customer ineligible for a User Account and/or Services.

**“Statement of Account”** means a document drawn up by the Payment Service Provider and provided to the Customer stating information on the Payment Transactions carried out in the Electronic Money Account during the respective period.

**“Transactional Account”** means a dedicated account opened in the name of the Payment Service Provider for the benefit of the Customers who make investments through the Platform. Transactional Account shall be opened with the Payment Service Provider. Operation of the Transactional Account and the rights and obligations of the Customers, Payment Service Provider and the Platform Operator are defined in the Annex 1 of this Agreement.



“User” shall mean the Customer himself/ herself (in case the Customer is a natural person) or the Customer’s representative who is a natural person and is authorized (master authorized representative) to represent the Customer and who has been assigned full capacity to enter into the Agreement on behalf of the Customer with the Platform Operator and Payment Service Provider, manage the ConnectPay Documents, sub-authorize other representatives to access, manage or operate the Customer’s Electronic Money Account or User Account through the Platform, give confirmations, approvals, information, notifications and otherwise act in the Customer’s name. If the Customer is a natural person, the Customer and the User may be the same person.

“User Account” means result of the registration in the Platform during which the data of the Customer is recorded, the Platform username is assigned to the Customer and the rights of the Customer in the Platform are defined. The User Account is used to perform Orders and/or use other Services including reviewing balances on Electronic Money Account.

*IMPORTANT:*

The Customer shall ensure to provide correct, complete and current data upon registration to the Platform, when using the Services and shall keep it up to date thereafter in accordance with this Agreement including any incorporated terms. In addition to the information provided during the registration to the Platform, the Platform Operator and Payment Service Provider may request additional documents, including signed documents (with physical or electronic signature) for extended identification of the Customer before activating any Services or at any time thereafter as far as it is necessary for the Platform Operator to comply with its legal obligations as a Distributor of the Payment Service Provider, with the requirements and policies of the Payment Service Provider, as well as it is necessary for the Payment Service Provider to comply with its legal obligations, or if the Platform Operator/ Payment Service Provider believes that the provided information is inaccurate or incomplete.

#### **4. Contractual documents**

Upon registration to the Platform the Customer shall accept and bind himself/ herself with the terms of this Agreement.

The below mentioned documents (as amended from time to time) govern provision of Payment Service Provider’s Services to the Customers and are incorporated into this Agreement by reference, thus, **by accepting this Agreement, the Customer agrees to comply with all terms of this Agreement and also with the terms of the below mentioned ConnectPay Documents:**

1. [ConnectPay General Terms and Conditions;](#)
2. [ConnectPay Payment Services Terms and Conditions;](#)
3. [ConnectPay Privacy Policy.](#)

Except where this Agreement specifically provides otherwise, the Electronic Money and other Services of the Payment Service Provider shall be provided to the Customer in accordance with



the ConnectPay Documents. This Agreement may set forth certain deviations from the ConnectPay Documents and in terms of such deviations this Agreement shall prevail.

This Agreement, as well as ConnectPay Documents are made available to the Customer on the Platform Site and downloadable for the Customer as a Hard Copy. At any time during the contractual relationship, the Customer may, upon request to the Platform, receive these documents in durable medium.

## **5. Customer registration to the Platform and creation of User Account**

In order to use the Services, the Customer has to register to the Platform and create User Account.

The User Account shall be created only for a natural person of at least 18 (eighteen) years with the capacity to enter into legally binding contracts, who has to be a resident of European Union Member State or of a State party to the agreement on the European Economic Area. Therefore, if the Customer is a legal person or a natural person is acting through the representative, the representative's right to act on behalf of the Customer and create the User's Account shall be established in accordance with the procedure laid down in the Agreement (incl. ConnectPay Documents). The persons (Users) mentioned in this paragraph shall have all rights and responsibilities assigned to the Customer under this Agreement and the Customer shall be fully liable for the actions of the Users. For the avoidance of doubt in case the Customer is acting through the representative (incl. User) all references made in respect of the Customer shall be applicable to the authorized representative, unless clearly stated otherwise. The Customer may add additional Users by providing request via the Platform following instructions provided in the Platform.

In order to create a User Account the Customer shall, by clicking "I agree button with respect to the use of the Platform, acknowledge and agree and bind himself/ herself with the terms and conditions of this Agreement (including ConnectPay Documents and all the documents incorporated into it reference) when registering and completing all required procedures on the Platform.

By accepting the terms of this Agreement, the Customer also agrees that the Platform Operator shall transmit Customer's application data, together with all supporting documents received, to the Payment Service Provider. The Customer also agrees that during the entire validity of this Agreement the Platform Operator shall transmit all the Payment Services related Instructions, data, information and documents, to the Payments Service Provider for the purpose of provision of Payment Services under this Agreement and incorporated terms. The Customer also agrees that the Payment Service Provider shall transmit all the Payment Services, Electronic Money Services and other services of the Payment Service Provider related information to the Platform Operator and their technical service providers to the extent necessary to meet applicable legal and regulatory requirements and ensure to the Customer seamless experience in using of the Services.





Upon successful registration on the Platform, the User Account username is assigned to the Customer, the Password to log in to the User Account is created by the Customer and the rights of the Customer on the Platform are defined.

The Customer shall be prohibited from having more than one User Account on the Platform.

Creation of the User Account is a mandatory pre-condition for the Customer to receive Electronic Money and other Services of the Payment Service Provider, including to open an Electronic Money Account. Once the Electronic Money Account is opened according to the chapter 6 of this Agreement, the Electronic Money Account of the Customer shall be linked with the User Account.

## **6. Opening an Electronic Money Account**

Before the User Account is created, once the Customer decides to make an investment on the Platform, the Customer (and User, if required) shall undergo Customer's identity verification, KYC and other required Electronic Money Account opening related procedures of the Payment Service Provider as provided in ConnectPay Documents. After all required actions are performed by the Customer, the Customer shall wait for the onboarding decision. Until the notification confirming Electronic Money Account opening is sent to the Customer via the Platform, the Customer cannot use the Electronic Money and other Services of the Payment Service Provider. The Customer may be requested by the Platform Operator to provide additional explanations, information and/or documents required for the Payment Service Provider to adopt decision regarding onboarding of the Customer. Upon receipt of the notification confirming Electronic Money Account opening sent to the Customer via the Platform, the Customer shall have Electronic Money Account opened and linked to his/her User Account and shall be able to use all the Services.

The Payment Service Provider may, without stating reasons and with no right to compensation to the Customer, refuse to open the Electronic Money Account. The Customer will be notified of this refusal by the Platform Operator through the Platform.

If the Payment Service Provider opens the Electronic Money Account for the Customer as specified in the Agreement, Payment Orders and Instructions shall be submitted by the Customer and tasks and obligations of Payment Service Provider shall be performed in the manner provided in this Agreement and ConnectPay Documents.

## **7. Issuance of Electronic Money, usage of the Electronic Money Account and Electronic Money Redemption**

The Customer's funds held on the Electronic Money Account shall be considered as Electronic Money which Payment Service Provider issues after the Customer transfers or places money to his/her Electronic Money Account or when third parties transfer money to the Customer's Electronic Money Account. Payment Service Provider having received the money shall issue Electronic Money at the nominal value and credit the corresponding amount of Electronic Money to the Electronic Money Account (less the Fee, if applicable).



Electronic Money held on the Electronic Money Account is not a deposit and the Payment Service Provider does not in any circumstances pay any interest for Electronic Money held on the Electronic Money Account and does not provide any other benefits associated with the time period the Electronic Money is stored.

Payment Service Provider shall guarantee the security of funds held with the Payment Service Provider and to ensure the repayment of the funds to the Customer (i.e. redemption of Electronic Money), shall hold the received funds in segregated account opened in the credit institution or central bank of the Member State in accordance with the applicable laws.

The Customer may manage the Electronic Money Account and use services of the Payment Service Provider:

- (i) via the internet by logging in to its User Account on the Platform ([www.bemybond.com](http://www.bemybond.com)) to which Electronic Money Account has been linked with the Customer's login name, Password and confirming by the one-time password received by SMS or other Identity Authentication Measures;
- (ii) by Payment Instruments linked to the Electronic Money Account (the service agreement governing issuance and use of particular Payment Instrument shall apply);
- (iii) by other means indicated by the Platform Operator after the Customer has agreed to conditions of such means.

The Electronic Money Account shall enable the Customer to:

- (i) receive, transfer and hold Electronic Money on the Electronic Money Account intended for Payment Services only in relation to the Platform activities;
- (ii) carry out local and international Payment Transactions in accordance with ConnectPay Documents (Payment Services Terms and Conditions shall apply) only in relation to the Platform activities;
- (iii) pay for goods and services in accordance with ConnectPay Documents (Payment Services Terms and Conditions shall apply) only in relation to the Platform activities;
- (iv) perform other operations directly related to Payment Transactions only in relation to the Platform activities.

The Platform Operator and the Customer explicitly agree that below **limitations apply to the Electronic Money Account:**

- (i) The Customer will only be able to access the Electronic Money Account using Platform infrastructure and not via the infrastructure of the Payment Service Provider;



(ii) The Customer will only be able to withdraw funds from the Electronic Money Account to the same bank account from which the Electronic Money Account was credited. For the avoidance of doubt, the Customer will not be able to withdraw funds to another bank account in the Customer's or another individual's / legal entity's name, unless specifically contacting the Platform Operator and providing the relevant documents for the proof of that particular bank account ownership.

At the Customer's request, the Electronic Money held on the Customer's Electronic Money Account may at any time be redeemed at its nominal value.

The Customer shall express his/her request for redemption of Electronic Money by generating a Payment Order. The Electronic Money shall be redeemed by methods supported by the Payment Service Provider and agreed with the Customer.

In conjunction with the provision above and for the avoidance of doubt, the Electronic Money shall also be redeemed from the Electronic Money Account when the Payment Service Provider exercises its right to deduct Fees, if applicable, pursuant to the Price Conditions, based on a court decision and in other cases provided for by the applicable laws, this Agreement and other documents incorporated into it by reference.

Payment Orders to carry out Payment Transactions in the Electronic Money Account submitted to the Payment Service Provider shall comply with the requirements established by the applicable laws and the ConnectPay Documents (Payment Services Terms and Conditions shall apply).

The amount of redeemed/transferred Electronic Money is chosen by the Customer. No specific conditions for Electronic Money redemption, that would differ from the standard conditions for Payment Transactions performed on the Electronic Money Account, shall be applied, except for the limitation that the Electronic Money can only be redeemed/transferred to the same Customer (User) bank account from which the Electronic Money Account was credited.

No additional Fee for the redemption of Electronic Money shall be charged unless otherwise stated in the Price Conditions. In the event of redemption of Electronic Money, the Customer shall pay the usual Fee for the Payment Transaction (if applicable according to the Price Conditions).

Payment Service Provider shall fulfil the Payment Orders submitted by the Customer within the time limits set in the applicable laws and ConnectPay Documents (Payment Services Terms and Conditions shall apply).

## **8. Access and management of the User Account**

When the Customer has opened the User's Account on the Platform, the Customer (User) may log in to the User Account with the Identity Authentication Measures assigned (issued) to the Customer upon registration on the Platform (i.e. username, Password) and the One-time Password (when the One-time Password is required by the Platform).



The Identity Authentication Measures provided to the Customer (User) by the Platform Operator shall be used to authenticate the Customer and the actions performed using the Platform and using the Services. If the appropriate Identity Authentication Measures have been used during the time of log in to the User Account remotely, the Customer's identity shall be deemed to have been authenticated. The Orders provided by the Customer via the Platform may only be executed when they are confirmed by one or several Identity Authentication Measures as required by the Platform Operator in its sole discretion (i) a One-time Password or (ii) combination of the One-time Password and/or other Identity Authentication Measures requested by the Platform Operator. The Orders submitted through the Platform approved by the Identity Authentication Measures shall be in all cases equivalent to the Orders signed by the Customer.

The Customer shall be entitled to carry out the following actions through the User's Account:

- (i) to submit Orders for the provision of the Platform Services;
- (ii) to submit Instructions to Payment Service Provider for the provision of the Payment Services;
- (iii) to receive and review the Electronic Money Account balances and statements;
- (iv) if made available by the Platform Operator, access and manage the agreements and other information related to provision of Services;
- (v) other actions and operations related to Payment Services which can be performed or used via the Platform.

## **9. Rights and Obligations of the Platform Operator and the Payment Service Provider**

Upon the Customer performing identity verification, the Platform Operator shall allow the Customer to use the Services provided remotely through the Platform if the correct Identity Authentication Measures were used during the log in to the User Account stage. Orders, requests, notices, provided by the Customer via the Platform or other actions performed shall be separately approved using the appropriate Identity Authentication Measures.

Payment Service Provider shall properly execute the Instructions of the Customer only if:

- (i) the Instructions for the Electronic Money Account transactions submitted by the Customer meet the terms and conditions of this Agreement and ConnectPay Documents;
- (ii) the Electronic Money Account has sufficient funds to execute the Instruction submitted;
- (iii) the funds on the Electronic Money Account are not seized or the rights to dispose of funds on the Electronic Money Account are not otherwise restricted;



(iv) there are no restrictions under applicable laws and/or other restrictions provided in the Agreement and other documents incorporated into it by reference in respect to the Instruction provided by the Customer and when the Payment Service Provider is entitled or obliged not to execute Instructions to debit funds from the Customer's Electronic Money Account.

For the avoidance of doubt, upon accepting this Agreement, the Customer agrees that any information, data, Instructions, Payment Orders and/or any documents shall be submitted to the Payment Service Provider via the Platform. Provision by the Customer of the Customer's Instructions, information and documents through the Platform shall be deemed proper fulfilment of the corresponding Customer's obligations to provide respective Instructions, information and documents under the ConnectPay Documents.

The Payment Service Provider shall have the right to:

(i) in the event the funds have been credited and debited from the Electronic Money Account incorrectly, and other erroneous transactions in the Electronic Money Account, to correct these errors without the additional Customer's consent;

(ii) debit the funds from the Electronic Money Account without the consent of the Customer during the enforcement of a court decision or in other cases provided by applicable laws of the Republic of Lithuania;

(iii) refuse to execute Payment Orders of the Customer if the Customer has not covered all of the payable Fees and other debts to the Platform Operator, if applicable, and the Payment Service Provider cannot debit Fees and other debts from the Electronic Money Account under this Agreement or in accordance with other cases provided by the applicable laws of the Republic of Lithuania or ConnectPay Documents;

(iv) do not accept or execute the Customer's Payment Orders in the Electronic Money Account if the funds on the Electronic Money Account are seized or the Customer's right to dispose the funds on the Electronic Money Account are otherwise restricted;

(v) if third parties submit claims (orders) to debit funds from the Electronic Money Account in cases provided for by law, and if the right of Payment Service Provider to debit the funds from the Electronic Money Account payable by the Customer to the Platform Operator is provided for in the Agreement or other documents incorporated into it by reference, the Payment Service Provider shall execute the Payment Orders of the Customer only after the fulfilment of the claims (orders) submitted by third parties to debit the funds from the Electronic Money Account and debit the amounts from the Electronic Money Account payable by the Customer to the Platform Operator under the Agreement;

(vi) other rights prescribed in this Agreement and/or ConnectPay Documents, including but not limited to the right of the Payment Service Provider to refuse to provide Payment Services, execute Payment Orders, suspend or block the Electronic Money



Account under circumstances and procedure specified in the aforementioned documents.

The Platform Operator and / or the Payment Service Provider shall provide advice to the Customer on the use of the User Account. The Platform Operator and/ or the Payment Service Provider shall have the right to record telephone conversations between the Platform Operator/ Payment Service Provider and the Customer when the Customer asks to block the User's Account and the Electronic Money Account and access to the Services remotely through the Platform or to unblock the access rights. For the avoidance of doubt, the Platform Operator will serve as the first point of contact to the Customer, and if the issue cannot be resolved solely through the efforts of the Platform Operator, it may enlist the Payment Service Provider for technical user support. Conversation records shall be considered evidence of possible disputes between the Platform Operator and/ or Payment Service Provider and the Customer.

## **10. Rights and Obligations of the Customer**

The Customer shall have the following obligations:

- (i) meet the requirements provided in this Agreement and all the documents incorporated into it by reference;
- (ii) ensure that only the Customer logs in to the User Account remotely with the granted or available Identity Authentication Measures and make use of the User Account and the Electronic Money Account;
- (iii) assume all obligations arising from the use of the User Account and the Electronic Money Account if during the time of remote log in to the User Account and submission of the Orders the appropriate Customer Identity Authentication Measures have been used;
- (iv) carefully assess information provided in the Statement of Account on the Dashboard made available to the Customer through the Platform. The previous month's Statement of Account shall be considered approved by the Customer if the Customer fails to submit through the Platform comments on the Statement of Account within 15 (fifteen) calendar days from the receipt of the statement;
- (v) immediately notify the Platform Customer Service using communication methods indicated on the Site about the funds incorrectly credited to or debited from the Electronic Money Account. In the absence of sufficient funds in the Electronic Money Account for debit of incorrectly credited amounts, the Customer unconditionally undertakes to return to the Payment Service Provider the funds incorrectly credited to the Electronic Money Account within 3 (three) Business Days from the date of receipt of Payment Service Provider's request to return the funds;
- (vi) ensure the security of the Identity Authentication Measures provided by the Platform Operator or accepted by the Platform Operator as Identity Authentication

Measures, not to enter the Identity Authentication Measures data on the items stored along with them, and not to allow third parties to access and/or dispose of them;

(vii) immediately inform the Platform in the event that the Customer suspects any unauthorised use of his/her Identity Authentication Measures;

(viii) pay the Fees to the Platform Operator (unless these are covered by the Platform Operator) for the issuance and exchange of Identity Authentication Measures, for the execution of the Orders provided through the Platform, other Services provided through the Platform, and to ensure that the Electronic Money Account has sufficient funds to execute the Instructions;

(ix) inform Platform Operator immediately but not later than within 3 (three) Business Days if any Customer related data specified in the User Account has changed in writing and provide documents complying with the requirements established for the documents and relating to the changes. In case of failure to comply with this requirement, the Customer cannot raise claims and objections that the actions of the Platform Operator or the Payment Service Provider performed based on the latest known Customer's details do not comply with this Agreement and any document incorporated into it by reference, or that the Customer has not received any messages sent according to those details and/or could not access the User's Account and submit the Orders;

(x) ensure that the devices and other technical means (including the operating system of the mobile phone or computer) through which the User Account is accessed are secure (i.e. are protected by the biometric security measures or other available security measures), they are technically updated, and will not spread viruses, allow illegal intrusion and/or otherwise cause the Platform malfunctions, damage or destroy information and cause other damage to the Platform and Platform Operator.

## **11. Blocking of the Identity Authentication Measures**

The Customer shall be aware that in case the Customer has forgotten it's username, Password and/or PIN used for logging in to the User Account, the Customer shall follow the instructions provided on the Platform to reset the relevant Identity Authentication Measures. In case the Customer does not understand the Identity Authentication Measures reset process implemented by the Platform Operator, the Customer is encouraged to approach the Platform by contacts provided on the Platform Site.

If the Customer loses the mobile phone to which a One-time Password is sent by SMS, in case of suspicion of their unauthorized use by third parties, the Customer undertakes to immediately submit to the Platform Operator a request for blocking the access to the Services and the User's Account through the Platform Customer Service. Such request shall be presented in writing via the messaging format indicated on the Site. When submitting a request, the Customer must indicate his/her full name, personal identification number and indicate the reason for the blocking of the aforementioned access. The Platform Operator shall be entitled to



require additional information to identify the person submitting the request. Access to the Services and the User Account shall be blocked based on a request received.

Platform Operator shall have the right to block the access to the Services provided remotely through the Platform:

- (i) if the Platform Operator has been notified of the loss or disclosure of the Identity Authentication Measures to a third party, or there are reasonable grounds for believing that the Identity Authentication Measures may become known or has become known (available) to third parties;
- (ii) if incorrect One-time Passwords sent by SMS are submitted 5 (five) times in a row before using Services;
- (iii) if incorrect Password / PIN is entered 5 (five) times in a row when connecting to the User Account;
- (iv) if Customer breaches this Agreement or any other document incorporated into it by reference;
- (v) there are other grounds for blocking the access to and suspension of the Services established in this Agreement and/or ConnectPay Documents.

Access to the Services, User's Account, and the Electronic Money Account shall be unblocked upon submission of a duly signed written request by the Customer sent to email address indicated on the Platform Site. The Platform Operator or the Payment Service Provider shall have the right to refuse to unblock the access if there is a reason to believe that the reasons for blocking have not disappeared. If access to the Services, User's Account, and the Electronic Money Account has been blocked by the Platform Operator's or the Payment Service Provider's initiative, the access shall be unblocked only when in the opinion of the Platform Operator and/or the Payment Service Provider, there is no longer a reason for blocking.

The Platform Operator or the Payment Service Provider shall not be liable for the Customer's losses arising from blocking the access to the Services and unblocking, if the Platform Operator and, respectively, the Payment Service Provider has acted in compliance with the terms and conditions and procedure provided for in this Agreement, and, in respect of the Payment Service Provider, the ConnectPay Documents.

## **12. Closure of the Electronic Money Account**

Termination of the Agreement shall be the basis for the closure of the Electronic Money Account.

The Electronic Money Account cannot be closed at the request of the Customer if the Electronic Money Account is seized or other restrictions apply to the Electronic Money Account.





In case of termination of the Agreement, the balance of funds in the Electronic Money Account shall be paid to the Customer in accordance with the procedure laid down in the ConnectPay Documents (General Terms and Conditions). The Customer acknowledges its obligation to indicate other payment account opened with duly licensed payment service provider and operated under the name of the Customer prior to the date of termination of the Agreement and closure of the Electronic Money Account. The Customer hereby confirms that he/she fully understands the consequences of not complying with the aforementioned obligation, including, but not limited to, the obligation to undergo identification procedure of ConnectPay if the Customer's request to transfer the balance of funds in the Electronic Money Account is submitted after the closure of the Electronic Money Account.

In case of termination of the Agreement, the Customer, the Platform Operator and the Payment Service Provider must fulfil all of their obligations stipulated by the Agreement and/or the ConnectPay Documents and arising during its validity period.

### **13. Fees**

The Customer shall pay to the Platform Operator for the Services rendered hereunder the Fees in the amount specified in the Price Conditions applicable at that time.

The Fees payable by the Customer to the Platform Operator shall be paid in accordance with the procedure specified in this Agreement and the Price Conditions.

If applicable, Customer must pay Platform Operator the Fees in relation to the Services for which he/she is registered. The amount of Fees will vary depending on the number of Services and volumes used.

### **14. Payment of Fees**

By accepting this Agreement the Customer gives an irrevocable consent and authorisation to the Payment Service Provider to deduct the funds from the Customer's Electronic Money Account without the separate Payment Order of the Customer for payment of Fees if Fees apply in accordance to the Price Conditions.

In case the Customer fails to pay the Platform Operator any Fees according to the procedure stipulated herein, the Platform Operator shall be entitled, besides execution of its other rights under this Agreement, to unilaterally, without applying to court, immediately block the User Account and/ or terminate this Agreement.

### **15. Disputes handling and Customer support**

Disputes handling and Customer support in relation to the Electronic Money Services and other services of the Payment Service Provider used by the Customers via the Platform shall be performed by the Payment Service Provider as per procedure described below:

(i) all disputes should be sought to be settled under out-of-court procedure, promptly and on terms acceptable to the Parties, thus, in case of a dispute, the Customers shall first be encouraged to address the Payment Service Provider through the Platform using contact details provided on the Platform Site or, if the Platform is not available – directly by the following contact details:

- e-mail address: info@bemybond.com;
- address for correspondence: UAB "Perfect Sunday", A. Goštauto str. 40B, LT-03163 Vilnius.

(ii) The Customer or User on the Customer's behalf (or another representative of the Customer) shall be entitled to bring any complaint regarding the Services provided by the Payment Service Provider in writing (by e-mail and/or post as per clause above). In case, the complaint is submitted by the representative, he/ she must also submit documents confirming his/ her authorization (e.g. certified Power of Attorney).

(iii) The Complaint shall be submitted in English or Lithuanian language and must specify the following: (a) name, surname and (in the case of business accounts) company name; (b) customer's address and other contact details: telephone number and / or e-mail; (c) the date of submission of the complaint; (d) the essence of the complaint, e.g. what kind of person's rights or legitimate interests have been violated; (e) Customer's requirements to the Payment Service Provider; (f) other available documents related to the complaint if necessary; (g) if sending by post, the complaint submitted by the Customer must be written in a clear and legible manner, signed by the Customer or his representative. If any of the information mentioned above is missing from a complaint, the Payment Service Provider has the right to request the additional information from the Customer.

(iv) Complaints of the Customer shall be examined by the Payment Service Provider free of charge. The response to the Customer's complaint shall be submitted within 15 (fifteen) Business Days. In case there are adequate reasons why the Payment Service Provider cannot provide the official response to the Customer's complaint in 15 (fifteen) Business Days, the Customer shall be informed in writing about such situation with a reasoned explanation and the final response shall not exceed 35 (thirty-five) Business Days from the date of receipt of the complaint.

(v) In case the Payment Service Provider's response to the Customer's complaint does not satisfy the Customer, or in case such response was not given within the timeframes set forth above, the Customer has the right to bring the claim to the courts of the Republic of Lithuania, or to address it to the Bank of Lithuania as per below.

(vi) If the Customer bringing the complaint is a Consumer, such Customer has the right to use out of court settlement of disputes and bring the complaint to the Bank of Lithuania. The complaint can be submitted to the Bank of Lithuania:

- via the electronic dispute settlement facility E- Government Gateway;
- by completing an application form (the form can be found here: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) and sending it to the Legal and Licensing Department of the Bank of Lithuania, Žalgirio St. 90, LT-09303 Vilnius, [prieziura@lb.lt](mailto:prieziura@lb.lt) or Totorių St. 4 LT-01121 Vilnius, [info@lb.lt](mailto:info@lb.lt);
- by filing out a free-form application and sending it to the Legal and Licensing Department of the Bank of Lithuania, Žalgirio St. 90, LT-09303 Vilnius, [prieziura@lb.lt](mailto:prieziura@lb.lt) or Totorių St. 4 LT-01121 Vilnius, [info@lb.lt](mailto:info@lb.lt);

Such claim to the Bank of Lithuania must be submitted in accordance with the Law on the Bank of Lithuania of the Republic of Lithuania or the Law on the Protection of the Rights of Consumers of the Republic of Lithuania or Out of court settlement of disputes between consumers and financial market participants, approved by the Bank of Lithuania Board of Directors, 26 January, 2012, Nr. 03-23, as amended from time to time. The complaint must be brought to the Bank of Lithuania within 1 (one) year of the complaint's submission to the Payment Service provider.

(vii) If the Customer believes that the Payment Service Provider has breached the law and violated its rights or legal interests, the Customer has the right to submit a complaint to the Bank of Lithuania, address: Totorių St. 4, LT- 01121 Vilnius, [info@lb.lt](mailto:info@lb.lt), or Žalgirio St. 90, LT-09303, Vilnius, [preziura@lb.lt](mailto:preziura@lb.lt).

Disputes handling and Customer support in relation to the Platform Services shall be handled by the Platform Operator in accordance with the procedure detailed on the website [www.bemybond.com](http://www.bemybond.com).

## 16. Restricted Activities and Jurisdictions

The Platform Operator shall refuse to open the User Account and/or the Payment Service Provider shall refuse to open Electronic Money Account and the User Account and the Electronic Money Account shall be immediately closed for the Customer related to jurisdictions and/or engaged in activities listed on the List of Prohibited Jurisdictions and Class of Trade and the jurisdictions detailed in the commercial agreement between the Platform Operator and the KYC provider UAB "Ondato".

The Customer must inform the Platform Operator promptly if any of these have become applicable to him/her.

## 17. Data Protection

Matters related to personal data processing in relation to the provision of the Platform Services are regulated by Platform Privacy Policy detailed on [www.bemybond.com](http://www.bemybond.com) website, which are an integral part of this Agreement. Matters related to personal data processing in relation to the



provision of the Payment Services are regulated by ConnectPay Documents which are incorporated to this Agreement by reference. The Platform will not process Customers personal data for purposes other than those specified in this Agreement, except when required to do so under applicable law or in cases where the Platform has its own legal basis for such processing.

## **18. Security Measures**

The Platform Operator will:

- (i) apply reasonable technical and organizational measures to ensure a level of protection against unauthorized or incidental access, loss, change, disclosure, or erasure of data;
- (ii) guarantee that all persons authorized by the Platform Operator to process data shall be bound by an obligation of confidentiality and shall undergo regular training on the protection of the data corresponding to their duties and tasks;
- (iii) not disclose Customer's personal data to any third party in any circumstances, except for the provided for in this Agreement or by applicable law;
- (iv) have procedures and policies in place with regards to these security measures.

## **19. Miscellaneous**

### **19.1. Headings and Interpretation**

The headings are for ease of reference only and do not affect the interpretation of this Agreement.

### **19.2. Governing Law**

This Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the Lithuanian law.

### **19.3. Jurisdiction**

In case of dispute between the Customer and the Platform Operator and/or the Payment Service Provider in relation to the Services, the competent courts of the Republic of Lithuania shall have exclusive jurisdiction to resolve dispute. This is without limitation of the right of either party to seek the mediation of competent mediation services with a view to settling the dispute amicably.

### **19.4. Communication**

By accepting this Agreement, the Customer agrees to receive all Notices and communications from the Platform Operator under this Agreement (including ConnectPay Documents and other



incorporated terms, communication in terms of the Services rendered by the Payment Service Provider) electronically, including by the means of the Platform and/or User Account, e-mail address.

The Platform Operator will contact the Customer using the contact details (phone number, e-mail address) the Customer provided when registering to the Platform and thereafter, and will transmit Customer's information and any updates thereof to the Payment Service Provider. It is Customer's responsibility to update the Platform Operator with any new contact information, including a change in address. The Platform Operator and/or the Payment Service Provider (if applicable) will send any correspondence to most recent email address or postal address that Customer has provided through the Platform.

It shall be deemed that the Customer or User received the notice within 24 (twenty-four) hours from the moment it was posted on the Platform/ User Account and sent to the Customer or User either by email or SMS message. If the notification is sent by post, it shall be deemed that the Customer or User received it within 5 (five) Business Days after it was sent.

The Customer can contact the Platform Operator (including questions related with Services rendered by the Payment Service Provider) via the Platform Customer Service using communication methods indicated on the Site.

For urgent matters, such as notification about suspected or executed unauthorised or fraudulent Payment Transactions, unlawful use of the Services or security threats, the Customer or User shall always give notice using the email [info@bemybond.com](mailto:info@bemybond.com).

#### **19.5. Limitation of liability**

Except in case of intent or gross negligence or except otherwise provided for under the legislation in force, the Platform Operator's maximum aggregate liability to Customer for direct damages under this Agreement is limited to the total amount of Fees actually paid by the Platform Operator in relation to the Services used by the Customer in the three months preceding the event that is the basis of the Customer's claim. Platform Operator is not liable to Customer for consequential, indirect, special, or punitive damages or lost revenues.

Liability of the Payment Service Provider and limitation of such liability to the Customer shall be governed by the ConnectPay Documents (General Terms and Conditions apply).

#### **19.6. Indemnification**

Each Party shall be liable for all fines, penalties, losses incurred by the other Party due to a breach of this Agreement by the Party at fault unless otherwise stated in the law of the Republic of Lithuania. The Party at fault shall undertake to indemnify the aggrieved Party against the direct losses incurred as a result of such liability. For the avoidance of doubt, the Customer shall be liable for any actions of the User and any losses incurred by Platform Operator or the Customer due to the actions of the User (if User is acting on behalf of the Customer).



### **19.7. Severability**

If part of a provision of this Agreement is found illegal, invalid or unenforceable, this shall have no effect on the other provisions hereof, and the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention, and if an amendment by the parties cannot be achieved, the illegal, invalid or unenforceable clause will be replaced by the mandatory rules of the law or by the established practice.

### **19.8. Assignment**

The Platform Operator may assign, pledge, or otherwise transfer this Agreement or its rights and powers under this Agreement to an assignee without any consent of the Customer.

Any such assignee will have all rights as if originally named in this Agreement instead of the Platform Operator. The Customer may not assign this Agreement or rights provided, or delegate any of its obligations, without the Platform Operator's and the Payment Service Provider's written consents.

Assignment of the Payment Service Provider's rights and powers under this Agreement shall be governed by the ConnectPay Documents (General Terms and Conditions apply).

### **19.9. Changes to this Agreement**

The Platform Operator may, upon alignment with the Payment Service Provider, unilaterally modify this Agreement (except for ConnectPay Documents and Price Conditions) from time to time and shall always keep the latest version on the Site. This Agreement may be updated by posting an updated version on the Platform and sending information about changes via the Platform, which shall be effective 30 days (60 days in case the Customer is a Consumer) after sending. In a case where the Customer does not agree with the changes, the Customer has to stop using the Platform and the Services, and notify the Platform Operator about the will to terminate the relationship before the changes came into force. Changes to this Agreement will not affect the provision of Platform Services ordered and paid before the change. Any waiver, modification, or indulgence that the Platform Operator provides to the Customer, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Agreement for any other or future acts, events, or conditions. Further, any delay by the Platform Operator in enforcing rights under this Agreement does not constitute forfeiture of such rights.

ConnectPay Documents and Price Conditions can be amended and otherwise modified by the Payment Service Provider (in case of ConnectPay Documents) and/ or Platform Operator (in case of Price Conditions) by notifying the Customer via the Platform and e-mail and the Platform Operator uploading the latest version of respective ConnectPay Document, the Price Conditions on the Site. It shall be deemed that the Customer received the notice within 24 (twenty-four) hours from the moment it was posted on the Site or on the Platform or sent by e-mail.



The Payment Service Provider and/ or Platform Operator shall be entitled unilaterally amend and/or supplement ConnectPay Documents and Price Conditions by providing the Customer with a 30 (thirty) days' written notice or 60 (sixty) days' written notice if the Customer is a Consumer. These changes will be deemed to have been accepted by the Customer (and automatically by the User) where the Customer does not, before the proposed date of the entry into force of the changes, notify to the contrary.

When the Customer notifies of disagreement with purposed changes, it will be deemed to be a notice that the Customer wishes to terminate the Agreement on the date upon which the changes are to take effect unless other date is given by the Customer.

Where amendment to this Agreement, ConnectPay Documents and/or Price Conditions are required by law, relates to the addition of a new Service, extra functionality to the existing Service, a reduction in Fees or relates to style or grammar corrections, and other changes which do not reduce or limit the rights of the Customer and do not increase liability of the Customer and do not aggravate the Customer's situation the amendment may be made without prior notice to Customer and shall be effective immediately.

#### **19.10. Entire Agreement**

This Agreement (including ConnectPay Documents and other incorporated terms) accepted by the Customer comprises the entire understanding of the parties with respect to the subject matter described herein and supersedes all other proposals or previous understandings, written or oral, between the parties. No agreements, representations, or warranties other than those provided in this Agreement will be binding unless agreed in writing between the Customer and the Platform Operator.

#### **19.11. Term and termination of the Agreement**

The Agreement comes into force and becomes a legally binding agreement between the Customer and the Platform Operator immediately after (i) the Customer electronically submits an application to create the User Account and digitally accepts confirmation to be bound under the terms of this Agreement, ConnectPay Documents, and (ii) the Customer is notified via the Platform or any other means of communication (e-mail, SMS, etc.) that the User Account has been created for the Customer.

The Agreement and ConnectPay Documents come into force and become a legally binding agreement between the Customer and the Payment Service Provider immediately after (i) the Customer is notified via the Platform or any other means of communication (e-mail, SMS, etc.) that the User Account has been created for the Customer, and (ii) the Customer is notified via the Platform or any other means of communication (e-mail, SMS, etc.) that the Electronic Money Account has been created for the Customer.

Upon the entry into force of this Agreement, it shall remain in effect for an indefinite term unless it is terminated in accordance with the procedure established below.



The Customer may terminate this Agreement by way of sending a 14 calendar days Notice of termination to Platform Customer Service using communication methods provided on the Site and paying all amounts owed for the Services rendered until the termination date, except the circumstances exist due to which the Customer is not entitled to request closure of the Electronic Money Account in accordance with this Agreement, ConnectPay Documents and other incorporated terms.

The Platform Operator may unilaterally terminate this Agreement, or suspend the User Account, by specifying an objective and important reason of termination and by giving 60 (sixty) calendar days' written Notice to the Customer. The Platform Operator may, at its own discretion, decide to terminate the Agreement with immediate effect if Customer breaches this Agreement, ConnectPay Documents or any other incorporated terms.

The Payment Service Provider may unilaterally terminate this Agreement and ConnectPay Documents in accordance with the terms of the ConnectPay Documents. The Payment Service Provider may also terminate this Agreement in case the Platform and/or User Account becomes unfunctional and the Platform Operator fails to restore the functionality within the terms agreed between the Payment Service Provider and the Platform Operator.

For the avoidance of doubt, termination of this Agreement automatically terminates all the incorporated terms, including, but not limited to, ConnectPay Documents.





## ANNEX NO. 1 TO AGREEMENT FOR PAYMENT SERVICES ON THE BEMYBOND PLATFORM

### ARRANGEMENT ON HANDLING OF INVESTED AMOUNTS AND OPERATION OF THE TRANSACTIONAL ACCOUNT

1. This Arrangement on Handling of Invested Amounts and Operation of the Transactional Account (hereinafter – the **Arrangement**) provides terms and conditions of handling of invested amounts, operation of the Transactional Account and rights and obligations of the parties thereto.
2. This Arrangement forms an integral part of the Agreement and shall be deemed concluded between the Payment Service Provider, the Platform Operator and the Customer who is the investor making an investment through the Platform (hereinafter – the **Investor**). The Payment Service Provider, the Platform Operator and the Investor hereinafter collectively referred to as the **Parties**.
3. This Arrangement comes into force once the Investor chooses an option to make the first investment through the Platform and shall be valid for as long as the Agreement is valid.
4. The capitalized terms used in this Arrangement shall have the same meanings assigned to those terms in clause 3 of the Agreement unless expressly defined otherwise herein.
5. The Parties herewith agree that the funds invested by the Investor through the Platform, until the respective investment project is successfully completed (hereinafter – **Completion Transfer Occasion**) shall be kept virtually reserved by the Platform Operator in the Customers' Electronic Money Account. For the avoidance of doubt, should the respective Project fail to attract sufficient amount of funds and all investments are cancelled, or should the Investor, who is deemed to be a non-sophisticated Investor in line with the regulation, decide to revoke their investment decision within 4 (four) calendar days, virtual reservation of funds on the Investor's Electronic Money Account will be cancelled by the Platform Operator and such funds would not be transferred to the Transactional Account. For the avoidance of doubt, the Platform Operator and the Investor herewith explicitly understand and agree that virtual reservation of funds made by the Platform Operator as stipulated in this clause above does not secure such virtually reserved funds amounts from the third parties' claims, and the Payment Service Provider shall process payment/ debit orders in respect of such funds in accordance with the applicable laws. The Investor herewith irrevocably agrees with the Platform Operator he/she/it will not be entitled to otherwise dispose or redeem such virtually reserved amounts unless such virtual reservation is cancelled by the Platform Operator. The Platform Operator assumes all the risk associated with the virtual reservation of the Investor's funds on the Investor's Electronic Money account and agrees not to hold the Payment Service Provider liable for any consequences resulting from the circumstances described in this clause above and/or from the performing of



the statutory duties by the Payment Service Provider and shall indemnify the Payment Service Provider from any associated claims and/or loss.

6. The Investor herewith explicitly irrevocably agrees that upon the Investor choosing on the Platform to invest a certain amount into the bond issue of certain issuer chosen by the Investor (hereinafter the company that issues the bonds – the **Issuer**, and a certain bond issue the Investor chooses to invest into – the **Bond Issue**) or alternatively to invest into a loan (hereinafter – the **Loan**, and the borrower of such Loan – the **Borrower**, and collectively the Bond Issue and the Loan hereinafter referred to as the **Project**), this shall be considered by the Payment Service Provider as the Investor’s mandate for the Payment Service Provider to debit respective amount from the Investor’s Electronic Money Account and transfer it to the Transactional Account immediately after receipt by the Payment Service Provider of the notification from the Platform Operator that the Completion Transfer Occasion of the respective Project has occurred. For the avoidance of doubt, the Investor clearly understands and agrees that the funds subject to respective investment shall be virtually reserved on the Investor’s Electronic Money Account and will be transferred to the Transactional Account and will further reach the Project Issuer/ Borrower only after the Payment Service Provider is notified by the Platform Operator of the occurrence of the Completion Transfer Occasion of the respective Project.

7. The Investor herewith explicitly agrees that the Payment Service Provider shall release the funds from the Transactional Account to the Issuer/ Borrower based solely on the information electronically transmitted to the Payment Service Provider by the Platform Operator which is solely responsible for all the matters relating to the operation of the Platform, observation and confirmation of fulfillment of the pre-conditions for the Completion Transfer Occasion to occur, compliance with, accounting and all calculations relating the Project. The Platform Operator shall be solely liable for accuracy of the information provided to the Payment Service Provider, and shall compensate all losses of the Payment Service Provider and/or the Investor suffered due to the errors in the Platform Operator’s information provided to the Payment Service Provider based on which the errors in the amounts distributed by the Payment Service Provider from the Transactional Account occurred. For the avoidance of doubt, the Investor herewith explicitly agrees that the Payment Service Provider shall be under no obligation to verify information provided by the Platform Operator based on which the funds shall be released from the Transactional Account to the Issuer/ Borrower or the Investor himself/herself/itself.

8. The Investor and the Platform Operator agree that the Completion Transfer Occasion in case of the Bond Issue shall be deemed occurred after all the below conditions are met:

8.1. full Bond Issue amount has been raised within the term assigned to the Issue on the Platform;

8.2. all the bonds of the Bond Issue allotted to the Customer have been registered in the name of the Customer and deposited in the Investor’s securities account;

8.3. all the pre-conditions for the release of funds to the Issuer assigned to the Bond Issue on the Platform have been duly completed by the Issuer/ third parties (where relevant).

9. The Investor and the Platform Operator agree that the Completion Transfer Occasion in case of the Loan shall be deemed occurred after all the below conditions are met:



- 9.1. full Loan amount has been raised within the term assigned to the Loan on the Platform;
- 9.2. all the pre-conditions for the Loan disbursement to the Borrower assigned to the respective Loan on the Platform have been duly completed by the Borrower/ third parties (where relevant).

10. The Investor and the Platform Operator agree that the funds will not be transferred from the Investor's Electronic Money Account to the Transactional Account if the below conditions occurred:

10.1. the Project amount has not been raised within the term assigned to the Project on the Platform and is deemed to be too low by the Issuer/ Borrower and / or the Platform Operator;

10.2. the Investor that is considered a non-sophisticated Investor in line with the regulation chooses on the Platform to recall the entire amount invested into the Project before the lapse of 4 (four) calendar days from the date the investment into the Project has been made. For the avoidance of doubt, Investors who are deemed to be sophisticated Investors in line with the regulation do not have a recall option;

10.3. on the Completion Transfer Occasion the balance of the Investor's Electronic Money Account that is required for the investment amount into respective Project chosen by the Investor is insufficient.

11. The Platform Operator shall provide information to the Payment Service Provider on release of funds from the Transactional Account not later than on the next day upon occurrence of the Completion Transfer Occasion. The Payment Service provider shall release the funds from the Transactional Account not later than on the next Business Day after receipt of the respective information from the Platform Operator.

12. The Platform Operator shall immediately, however, not later than on the next Business Day upon occurrence, notify the Investor via the Dashboard or email communication on all the matters relating the funds invested by the Investor to the Project (including, but not limited to, the occurrence of the Completion Transfer Occasion, interest payment event under the Project, partial/final redemption/ repayment event under the Bond Issue/ Loan). The Investor shall carefully assess the information and calculations provided, and shall immediately, however not later than within 14 calendar days raise concerns to the Platform Operator through email [info@bemybond.com](mailto:info@bemybond.com), if the provided information seems to be incorrect/ insufficient. The Platform Operator shall be solely responsible and liable for any consequences resulting from the Platform Operator's errors, including, but not limited to, incorrectly executed payments, and shall rectify such errors without undue delay. For the avoidance of doubt, the Payment Service Provider shall not be liable for any consequences should the balance on the Transactional Account has become lower than required due to the errors in information provided to the Payment Service Provider based on which the funds were released by the Payment Service Provider from the Transactional Account. The Platform Operator shall directly deal with the recipient of excess funds from the Transactional Account.

13. All the other terms of the Agreement shall apply to this Arrangement.