

PLATFORM RULES

governing the operation of the Internet platform available at www.fintown.eu and through the Company's mobile application ("**Platform**"), on which the Company provides the Services to Users pursuant to the Framework Agreement concluded between the User and the Company effective as of 22.03.2023

The operator of the Platform is Fintown s.r.o., Business ID: **17323657**, with registered office: Prvního pluku 211/5, Karlín, 186 00 Prague 8, registered in the Commercial Register kept by the Municipal Court in Prague under the registration number C 369924, represented by Mr. Maxim Vichorevy, the company's managing director, contact e-mail: admin@fintown.eu ("**Company**")

1. Basic Rules for Using the Platform

The Platform is available to Users at www.fintown.eu and through the Company's mobile application. The platform is available 24 hours a day, 7 days a week. The Company undertakes to rectify any defects in availability as soon as possible. The Company undertakes to carry out regular maintenance in such a way as to minimize the impact on the availability of the Platform to Users. However, the company is not liable for any damages resulting from the temporary unavailability of the Platform. All content of the Platform and the publicly accessible parts of the www.fintown.eu website, including the software solution, are copyrighted works protected by copyright law and the exercise of proprietary rights in them belongs to the Company, unless otherwise stated in specific cases. Some elements of the Platform and the Website may be trademarked, in which case they may not be used in any way without the Company's permission. No one may use the Platform and the Website for illegal, fraudulent or illicit purposes or seek to gain unauthorized access to user profiles, computer systems or networks. No person shall take any action that could damage, overburden or render inoperable any part of the Platform or the Website, or upload any virus, Trojan horse or other program that could damage the property of the Company or any third party. Users are obliged not to upload any content to the Platform that could be considered defamatory, vulgar, illegal or infringing on the rights of others.

2. Creation of a User Profile

The person referred to in Article 1 of the GTC may become a User. In order to conclude the Framework Agreement with the User, it is necessary to obtain personal data from the User to identify him/her and verify his/her identity.

The User's profile is created when the User registers on the Platform. The User may use the Profile in full only after the Framework Agreement has come into force after these steps have been taken:

1. Registration of e-mail address, name and surname, confirmation of consent to the PDPP,
2. Indication of permanent address, date of birth and telephone number,
3. Generation of the Framework Agreement and its signature via SMS confirmation, 1
4. Crediting the User's first payment to the Company's bank account, marked with the User's payment reference number and transferred from the User's Bank Account,
5. Checking that all the requirements have been met and that the Profile has been approved by the Company. After creating a Profile, the User appears on the Platform under his/her first and last name, or under a nickname if he/she chooses.

3. Profile Security

The Profile is accessible to the User after entering the e-mail address indicated on the Profile and the password chosen by the User or after authorization by a third party. The User is responsible for ensuring that the password used to log in to the Profile or to the third-party account used to log in is sufficiently complex and unique, that it cannot be cracked by normal means and that he/she does not disclose it to a

third party or otherwise allow another person to access his/her Profile. If the User discovers that another person has gained access to his/her Profile, he/she shall immediately notify the Company. The Company will use its best efforts to prevent unauthorized access to Users' personal data by any other person. Users' personal data is processed in accordance with the PDPP.

4. Personal Data of the User

The User's profile contains the User's personal data and all contractual documentation governing the contractual relationship between the User and the Company. This information is available in the "My Profile" section.

The User's Profile contains the User's personal data that the Company needs for the performance of its contractual obligations. These are:

- 1) identification data: name and surname, date of birth, permanent address or other residence,
- 2) contact details: email address, mobile phone number, registered User's bank accounts, User's payment reference number.

The User is obliged to provide the Company with true information about his/her Profile and to notify the Company of any changes. The User may do so by pressing the "Correct Data" button on the User's Profile, whereby:

- a) only notify the Company of the change in identification data,
- b) confirm the change of email address by clicking on the link in the email delivered to that email address,
- c) confirm the change of mobile telephone number by entering the verification code delivered to that telephone number,
- d) register a new Bank Account by making a payment of at least EUR 1 from this Bank Account.

On the User's Profile, in the subsection "Documents", copies of all contractual arrangements governing the contractual relationship between the User and the Company are stored. The Company provides the User with the no longer effective versions of the contractual provisions upon request. The Company is the controller of the User's personal data, including the data provided on the User's profile, and manages it in accordance with the PDPP.

5. Wallet

The Profile includes a Wallet, through which the User invests in Loans and receives a Return on Investments. The Wallet is not a payment account within the meaning of Act No. 370/2017 Sb., on payment transactions.

In order for the Framework Agreement to become effective, the User is obliged to make the first deposit of funds into the Wallet by transferring funds of at least EUR 1 to the Company's bank account specified in the header of the Framework Agreement from the Bank Account in the User's name. The User may make further deposits from any Bank Account, but may only withdraw to Bank Accounts registered in the Profile in accordance with Article 4 of the Platform Rules.. All deposits of funds must bear the User's payment reference number specified in the header of the Framework Agreement for the purpose of identification of the User. The Company is not obliged to make deposits not marked with the User's payment reference number. If the User fails to provide the correct information when requested, the Company will return the funds to the Bank Account from which it was received. The Wallet is kept in euros (EUR). Also, all transactions are carried out in Euros (EUR) and are rounded to the nearest cent in favour of the Company. The Company is entitled not to redeem a deposit received in another currency and to return it to the bank account from which it was received. Depositing funds in the Wallet is entirely at the User's discretion and the Company does not provide any interest or other benefits to the User for such funds depending on the length of time the funds are deposited in the Wallet.

Deposits to the Wallet will be made by the Company no later than the end of the next business day. Withdrawals from the Wallet will be made by the Company no later than three business days. The transfer time depends on the banks in which the user's accounts are located. Usually this happens within 3-6 business days.

The Company is not obliged to carry out the transaction if:

- the transaction violates the terms of the Contractual Documentation, in particular the Platform Rules,
- the execution of the transaction would cause the Company to violate an effective legal regulation or an enforceable decision of a court or governmental authority,

- Wallet balance is not sufficient to complete the transaction,
- the Company suspects that the transaction was not entered by the User. The User is entitled to dispose of the funds in the Wallet exclusively through the Platform and up to the amount of the balance in the Wallet.

The Company is authorized to dispose of the funds in the Wallet only for the following purposes:

- fulfilment of the User's due debt to the Company,
- compliance with an enforceable decision of a court or government authority.

In case of doubts about the correctness of the transaction, the User may submit an objection according to Article 7 of the GTC and the Company will decide on it within three (3) working days.

6. Blocking a Profile

The Company is entitled to temporarily block the User's Profile in case of:

1. suspected unauthorized access to the Profile,
2. suspicion of making changes to the Profile by a person other than the User,
3. conducting transactions in unusual quantities or volumes,
4. suspected risk of damage,
5. doubts about the accuracy of the User's personal data,
6. serious or repeated breach of the User's obligations. The Company always informs the User of the temporary blocking of the Profile and informs him/her of the conditions under which the Profile will be made available again and informs him/her of the possibility to object to the Company's procedure pursuant to Article 7 of the GTC.

7. Profile Cancellation

The Company cancels the User's Profile upon termination of the Framework Agreement pursuant to Article 8 of the GTC and upon termination of all Investments of the User by any of the methods pursuant to Article 6 of the GTCPL, payment of the Invested Amounts and settlement of fees. The Company will transfer the balance in the Wallet to the registered Bank Account designated by the User, otherwise to the Bank Account that the User registered on the Platform last, within five (5) working days of cancellation of the Profile. During the period from the termination of the Framework Agreement until the end of all Investments of the User, the User is not entitled to subscribe for new Investments or deposit funds into the Wallet. Deposits received in violation of this provision will be returned by the Company to the bank account from which they were received and the Company is entitled to charge a fee of EUR 10 for each deposit so received.

The Company may cancel the User's Profile if the Framework Agreement pursuant to Article 3 of the GTC has not been concluded within three (3) months of its creation.

8. Changes to the Platform Rules

The Company is entitled to unilaterally change the Platform Rules in accordance with the provisions of Section 1752 of the CC, but it is obliged to notify the User of such changes at least two (2) weeks before they take effect. If the User does not agree with the changes, the User is entitled to terminate the Framework Agreement until the effective date of the changes. The User acknowledges that unless the User terminates the Framework Agreement for the reasons set out in the preceding sentence, the changes are effective as of the date specified in the notice.