



**AGREEMENT
ON AUTOMATIC INVESTMENT FUNCTIONALITY**

- 1.1. The General Terms and Conditions of the Agreement on Automatic Investment Functionality (the “**Agreement**”) establish:
 - 1.1.1. The procedure and conditions for using the Automatic Investment feature offered on the Platform;
 - 1.1.2. Rights and obligations of the Financiers using the Automatic Investment feature.
- 1.2. This Agreement is concluded between the Operator and the Financier.
- 1.3. The Financier warrants that it has acquainted itself with this Agreement in detail, read it, understood the content and consequences of each provision and entered into it as a legally binding document on his own initiative, without compulsion, coercion or other undue influence.
- 1.4. The automatic investment functionality is not to and cannot be attributed to any extent to an investment recommendation. The Financiers shall select and determine the project selection Criteria on their own.

2. Terms

- 2.1. Capitalized terms used in the present Agreement shall have the meanings assigned to them in the table below, unless the context otherwise requires:

Automatic Investment Functionality	the functionality of the Platform, which allows the Financiers to pre-select the investment Criteria published on the Platform acceptable to the Financiers and on the basis of such selection to automatically submit proposals for financing the Project Owners' Applications published on the Platform.
Investment conditions	the conditions for using the Automatic Investment Functionality, individually selected and determined by the Financier.
Terms of Use	agreement on the use of the crowdfunding platform Heavyfinance.eu.
Operator	the operator of the crowdfunding platform Heavyfinance.eu, UAB HEAVY FINANCE entity code 305576227, address Birutės str. 18-1, Vilnius, Lithuania.
Application	a binding public offer to enter into a Loan Agreement, published on the Platform by the Borrower, to which the Financiers may submit proposals.
Borrower	a party to the Loan Agreement to which the Loan amount is granted and which is specified in the Special Conditions of the Loan Agreement.
Lender	the Financier which is a party to the Loan Agreement and has granted the Loan amount to the Borrower using the Platform.

Loan Agreement	a loan agreement concluded between the Lender and the Borrower, which consists of the General Conditions and Special Conditions (together with all annexes, amendments and/or supplements thereto).
Platform	the Operator-administered crowdfunding platform, available at www.heavyfinance.eu , through which the Financiers can provide Crowdfunding funds to the Project Owner.
Criteria	the criteria related to the Applications and acceptable to the Financier, which are individually determined by the Financier using the Automatic Investment on the Platform, such as: <ul style="list-style-type: none"> i. Project risk class; ii. period of the loan; iii. Interest rate; iv. value and/or type of Collateral; v. loan-to-value ratio; vi. other criteria concerning the Applications, which are published on the Platform.

2.2. Other terms used in this Agreement shall be understood as defined in the Terms of Use, the General Conditions of the Loan Agreement and/or other documents published on the Platform as well as in the agreements concluded between the Operator and the Financier, unless otherwise provided in this Agreement.

3. Use of the Automatic Investment Functionality

- 3.1. The Financier having entered into this Agreement may use the Automatic Investment Functionality offered on the Platform.
- 3.2. Using this functionality, the Financier itself shall, on its own initiative, select and determine the operating conditions of the Automatic Investment Functionality and the Criteria, according to which the Financier seeks to automatically submit proposals for the Applications published on the Platform. When submitting proposals for the Applications using the Automatic Investment Functionality, the funds intended for financing of the respective Application shall be reserved in and/or debited from the Lender's Paysera account automatically.
- 3.3. The Financiers' proposals submitted using the Automatic Investment Functionality shall be irrevocable and not subject to modification. The Financier's proposal submitted using the Automatic Investment Functionality shall be valid until the expiry of the Loan amount financing period.
- 3.4. The Financiers using the Automatic Investment Functionality shall acquire a pre-emptive right to invest in the Applications, as their proposals can be formed and submitted immediately upon the publication of the Application. Using the Automatic Investment Functionality, the Financier shall be submitting proposals automatically in the event that an Application meeting the Criteria determined by the Financier is published on the Platform. The order of the proposals for the Applications, submitted using the Automatic Investment Functionality, shall be determined based on the date of approval of the Criteria determined by the Financier.
- 3.5. The Operator shall not to any extent take any decisions to participate in the submission of proposals for the Applications on behalf of the Financier. The use of the Financier's Automatic Investment Functionality shall be equivalent to participation in the submission of proposals and conclusion of Loan Agreements without using this functionality (i.e. as if the Financier would, through its own actions, be separately submitting an individual proposal for the Application of its choice, which has been published on the Platform).

- 3.6. The Operator does not under any circumstances undertake to maintain uninterrupted operation of the Automatic Investment Functionality on the Platform and shall not be liable for any malfunctions of the Automatic Investment Functionality.

4. Criteria and Investment Conditions

- 4.1. When setting the Automatic Investment Criteria, the Financier shall select the specific Criteria for the Applications for which financing proposals will be automatically submitted. In addition to the Criteria, the Financier shall also determine the Investment Conditions, i.e. the amount allocated for financing one Application, the amount allocated for financing all Applications using the Automatic Investment.
- 4.2. The Financier may withdraw or modify the determined Investment Conditions at any time, by logging in to its personal account on the Platform. Changes made by the Financier will apply to proposals submitted after the date of the changes.
- 4.3. The Operator may establish on the Platform a minimum number of the required Criteria that the Financier would have to determine in order to be able to use the Automatic Investment Functionality.
- 4.4. The Operator reserves the right to update, change and/or supplement the Automatic Investment Functionality and/or the Criteria that may be selected based on it at any time.

5. Warranties and commitments of the Financier

- 5.1. By signing this Agreement, the Financier warrants that:
 - 5.1.1. it has acquainted itself with the provisions of the Agreement, voluntarily chooses to use the Automatic Investment Functionality on the Platform in order to automatically submit proposals for the Applications published on the Platform in accordance with the Criteria and Investment Conditions pre-selected by the Financier;
 - 5.1.2. understands and assumes the risk and is responsible for the use of the Automatic Investment Functionality, the selection of the Criteria and Investment Conditions, as well as the risk of insolvency and possible default of the Applications it invests in.
- 5.2. By using the Automatic Investment Functionality, the Financier undertakes to comply with the Terms of Use, and the terms and conditions of the Loan Agreement and the present Agreement.

6. Final provisions

- 6.1. Upon concluding this Agreement, it shall become an integral part of the Terms of Use.
- 6.2. Any dispute, disagreement or claim arising between the Financier and the Operator shall be considered in accordance with the procedure established in the Terms of Use.
- 6.3. The laws of the Republic of Lithuania shall apply to this Agreement.