

**AGREEMENT**  
**FOR THE PROVISION OF EMBEDDED PAYMENT SERVICES IN THE HEAVY FINANCE.COM PLATFORM**

This Agreement for the provision of embedded payment services in the platform (hereinafter – the **Agreement**) has the purpose of defining the conditions according to which the Platform Operator provides 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 and Platform Participants include:

- (i) crowdfunding service – meaning the matching of business funding interests of investors (Platform Users) and Project Owners through the use of the Platform.

**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:

- (i) distribution and redemption of Electronic Money.

The Customer may order other services provided by the Payment Service Provider directly from the Payment Service Provider, such as:

- (i) opening and management of the Electronic Money Accounts to the Customers;
- (i) issuance of Electronic Money to the Customers and holding of Customers funds;
- (ii) 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 Customers 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;**
- (iv) **services and jurisdictions that are outlined in the List of Prohibited Class of Trade and Jurisdictions (<https://connectpay.com/ProhibitedJurisdictions-and-ClassofTrade.pdf>).**

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 which also 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 (<https://connectpay.com/General-terms-and-conditions.pdf>), (ii) ConnectPay Payment Services Terms and Conditions (<https://connectpay.com/Payment-services-terms-and-conditions.pdf>), (iii) ConnectPay Privacy Policy (<https://connectpay.com/Privacy-policy/>), (iv) ConnectPay Agreement for IBAN Account (<https://connectpay.com/IBAN-account-agreement.pdf>).

**"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 and/or Platform Participants provide 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.

**"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"** mean fees set out in the Price Conditions for Services payable by the Customer.

**"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 in 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 (on behalf of the Card Issuer where applicable) 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, legal entity code: 304696889, registered address: Algirdo Str. 38, LT-03218 Vilnius, Lithuania, tel.: +370 6 6644600, e-mail: [info@connectpay.com](mailto:info@connectpay.com), website: [www.connectpay.com](http://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](mailto:info@lb.lt), website: [www.lb.lt](http://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 HEAVY FINANCE, code: 305576227, registered address: Gedimino pr. 27, LT-01104, Vilnius, Lithuania, tel.: +370 61734360, e-mail: [info@heavyfinance.com](mailto:info@heavyfinance.com), website: <http://heavyfinance.com>, information about HEAVY FINANCE is accumulated and stored in the Register of Legal Entities of Lithuania; HEAVY FINANCE is engaged in the provision of crowdfunding service, it holds an crowdfunding service provider licence No. 1, which was granted on 14 July 2023 by the Bank of Lithuania (address: Gedimino Ave. 6, LT-01103 Vilnius, Lithuania, tel.: +370 5 2680029, e-mail: [info@lb.lt](mailto:info@lb.lt), website: [www.lb.lt](http://www.lb.lt), 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.

**“Platform Services”** means crowdfunding service – meaning the matching of business funding interests of investors (Platform Users) and Project Owners through the use of the Platform.

**“Price Conditions”** means financial terms, including the applicable Fees the Platform Operator applies to the Customer for use of Services and the User Account. 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.

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

**“Site”** means the website <https://heavyfinance.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 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 oneself with the terms of this Agreement.

The below mentioned documents (as might be amended from time to time) govern the 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 as well as with the terms of the below mentioned ConnectPay Documents:**

1. ConnectPay General Terms and Conditions (<https://connectpay.com/General-terms-and-conditions.pdf>);
2. ConnectPay Payment Services Terms and Conditions (<https://connectpay.com/Payment-services-terms-and-conditions.pdf>);
3. ConnectPay Privacy Policy (<https://connectpay.com/Privacy-policy/>);
4. ConnectPay Agreement for IBAN Account (<https://connectpay.com/IBAN-account-agreement.pdf>).

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 a 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 is not a resident of one of the countries listed on the List of Prohibited Jurisdictions and Class of Trade (<https://connectpay.com/ProhibitedJurisdictions-and-ClassofTrade.pdf>). User, who is a natural person, may use the Platform and conclude crowdfunding transactions only himself/herself (not through representatives). If the User is a legal entity, the User's account on the Platform may only be used by the head of the legal entity or another legal representative duly authorised to do so. 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 Platform Operator's Agreement on Use of the Crowdfunding Platform. 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 who is a legal entity is acting through the representative, all references made in respect of the Customer shall be applicable to the authorized representative, unless clearly stated otherwise. If the Platform's functionalities allow it, the Customer may add additional Users by providing a request via the Platform following instructions provided in the Platform.

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

By accepting the terms of this Agreement, the Customer also agrees that the Platform Operator shall transmit the 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/or 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 in 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 in the Platform are defined.

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**

Immediately after the User Account is created, the Customer (and User, if required) shall undergo the 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 the 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 a decision regarding the onboarding of the Customer. Upon receipt of the notification confirming the Electronic Money Account opening sent to the Customer via the Platform, the Customer shall have the 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 the 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 the 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 a 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 the services of the Payment Service Provider:

- (i) via the internet by logging in to its User Account to which the 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 the 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;
- (ii) carry out local and international Payment Transactions in accordance with ConnectPay Documents (Payment Services Terms and Conditions shall apply);
- (iii) perform other operations directly related to Payment Transactions.

The below **limitations apply to the Electronic Money Account:**

- (i) Electronic Money Account is only accessible through the Platform;
- (ii) Electronic Money Account can only be used for utilizing Platform Services provided by the Platform Operator;

- (iii) The Customer may top-up their Electronic Money account or withdraw funds from it solely through accounts held in their name at ConnectPay or another financial institution.

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 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).

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. The amount of redeemed/transferred Electronic Money is chosen by the Customer.

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 fulfill 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 in the Platform, the Customer (User) may log in to the User Account with the Identity Authentication Measures assigned (issued) to the Customer upon registration in the Platform (i.e. username, Password) and the One-time Password (when the One-time Password is required by Platform), or the mobile application authenticator (when Platform Operator is requiring Identification through the mobile application authenticator).

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 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 Platform Operator in its sole discretion (i) a One-time Password or (ii) a combination of the One-time Password and/or other Identity Authentication Measures requested by the Platform Operator unless Platform Operator does not require certain Orders to be confirmed by a One-time Password and/or other Identity Authentication Measures). 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) to submit notifications to the Platform Operator and receive notifications from the Platform Operator;

- (v) if made available by the Platform Operator, access and manage the agreements and other information related to the provision of Services;
- (vi) If made available by the Platform Operator, to adjust the settings (limits) of the Electronic Money Account, Payment Instruments, Services, and/or the User Account;
- (vii) other actions and operations related to Payment Services that can be performed or used via the Platform.

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

Upon the Customer's identification, 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 and debit a Fee for the Instruction executed in accordance with the Price Conditions
- (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;
- (v) the Customer shall not exceed the Payment Transactions limit set by the Payment Service Provider for the Electronic Money Account and/or the particular Payment Instrument chosen by the Customer.

For the avoidance of any 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 fulfillment 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 and 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 of funds on the Electronic Money Account is 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, Payment Service Provider shall execute the Payment Orders

of the Customer only after the fulfillment 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 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. 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 main 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 the information provided in the Statement of Account 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 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 the 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 its username, Password and/or PIN used for logging in to the User Account, the Customer shall follow the instructions provided in 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 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 orally by phone indicated on the Site. When submitting a request, the Customer must indicate his/her full name, personal identification number and answer the security question used to identify the Customer by telephone and indicate the reason for the blocking of the aforementioned access. 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 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.

The access to the Services, the User's Account, and the Electronic Money Account shall be unblocked upon submission of a duly signed written request by the Customer sent to the email address indicated on the Platform Site. Platform Operator or Payment Service Provider shall have the right to refuse to unblock the access if there is reason to believe that the reasons for blocking have not disappeared. If the access to the Services, User's Account, and the Electronic Money Account has been blocked on 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 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 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 in the Price Conditions that are published on the Site: <https://heavyfinance.com/docs/Fees-HeavyFinance.pdf>.

By accepting this Agreement the Customer grants the right and authorisation to the Platform Operator to issue instructions on behalf of the Customer (User) to the Payment Service Provider to transfer relevant fees and charges outlined in the Price Condition. By accepting this Agreement the Customer also 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.

### **14. Dispute handling and Customer support**

Dispute 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 the 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 Platform is not available – directly by the following contact details:
  - e-mail address: support@connectpay.com;
  - address for correspondence: Algirdo st. 38, Vilnius, Lithuania.
- (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 apply 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, [prieziura@lb.lt](mailto:prieziura@lb.lt).

Disputes handling and Customer support in relation to the Platform Services shall be handled by the Platform Operator in accordance with the Complaints Handling Procedure that is published on the Site: [https://heavyfinance.com/wp-content/uploads/2024/10/Complaints-handling-procedure\\_HF\\_EN\\_2023-07-14.pdf](https://heavyfinance.com/wp-content/uploads/2024/10/Complaints-handling-procedure_HF_EN_2023-07-14.pdf).

## **15. Restricted Activities and Jurisdictions**

The Platform Operator shall refuse to open the User Account and/or the Payment Service Provider shall refuse to open the 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 ([ProhibitedJurisdictions-and-ClassofTrade.pdf \(connectpay.com\)](#)).

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

## **16. Data Protection**

Matters related to personal data processing in relation to the provision of the Platform Services are regulated by the Platform Privacy Policy that is published on Site: <https://heavyfinance.com/docs/Privacy-policy-HeavyFinance.pdf>. 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.

## **17. 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.

## **18. Miscellaneous**

### **18.1. Headings and Interpretation**

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

### **18.2. 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.

### **18.3. Jurisdiction**

In case of dispute between 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.

### **18.4. Communication**

By accepting this Agreement, the Customer agrees to receive all Notices and communications from 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 address [support@connectpay.com](mailto:support@connectpay.com).

#### **18.5. Limitation of liability**

Except in case of intent or gross negligence or except otherwise provided for under the legislation in force, 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 Customer to the Platform Operator 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).

#### **18.6. Indemnification**

Liability and limitation thereof of the Payment Service Provider arising hereunder is described in the ConnectPay Documents.

#### **18.7. 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.

#### **18.8. Assignment**

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 Platform Operator. 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).

#### **18.9. 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 to Platform legal page and sending information about changes via Platform, which shall be effective 30 days (60 days in case the Customer is a consumer) after sending. In case 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 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.

The Payment Service Provider and/ or Platform Operator shall be entitled to 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 the 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.

#### **18.10. 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.

#### **18.11. 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.

Customer may terminate this Agreement by way of sending a 14 (fourteen) calendar day 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.

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.

Platform Operator may, at its own discretion, decide to terminate the Agreement with immediate effect if Customer fails to pay one or more of the Fees due, otherwise breaches this Agreement, ConnectPay Documents or any other incorporated terms.

Payment Service Provider may unilaterally terminate this Agreement and ConnectPay Documents in accordance with the terms of the ConnectPay Documents. 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.

**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 (i) the respective investment project is successfully completed (hereinafter – Completion Transfer Occasion) or (ii) until the investment project fails to raise entire issue amount within the dedicated term (hereinafter – Return Transfer Occasion), or (iii) until the Customer opts to use his/her statutory right to refuse from investing in accordance with the Platform Operator's Agreement on Use of Crowdfunding Platform (hereinafter – Recall Investment Occasion) shall be kept in the Transactional Account.

6. The Investor herewith explicitly irrevocably agrees that upon the Investor choosing on the Platform to invest certain amount into the loan (hereinafter – the Loan, the borrower of such Loan – the Borrower, and collectively the Loan and the Borrower 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 to transfer it to the Transactional Account and keep the Customer's funds in the Transactional Account until the Completion Transfer Occasion or the Return Transfer Occasion or the Recall Investment Occasion occurs.

7. The Customer herewith explicitly agrees that the Payment Service Provider shall release the funds from the Transactional Account (i) to the Borrower in case of the Completion Transfer Occasion, or (ii) return the funds to the Customer's Electronic Money Account in case of the Return Transfer Occasion or Recall Investment Occasion 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 the accuracy of the information provided to the Payment Service Provider in cases of Completion Transfer Occasion, Return Transfer Occasion and/or Recall Investor Occasion, and shall compensate all direct 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 any 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 Borrower or the Investor himself/herself/itself.

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

8.1. the full Loan amount has been raised within the term assigned to the Project on the Platform;

8.2. all the pre-conditions for the release of funds to the Borrower assigned to the Loan issuance on the Platform have been duly completed by the Borrower third parties (where relevant);

8.3. the Borrower fulfilled the conditions set out in the Platform Operator's Agreement on the Use of Crowdfunding Platform and Loan Agreement.

9. The Investor and the Platform Operator agree that the Return Transfer Occasion shall be deemed as occurred after the below condition is met:

9.1. 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 Borrower and/or Platform Operator.

10. The Investor and the Platform Operator agree that the Recall Investment Occasion shall be deemed occurred after the below condition is met:

10.1. a non-sophisticated Investor in line with the regulation chooses on the Platform to recall entire amount invested into the Project before the lapse of 4 (four) calendar days from the date 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;

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 Business Day upon occurrence of the Completion Transfer Occasion, Return Transfer Occasion or Recall Investment 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 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, Return Transfer Occasion, Recall Investment Occasion, interest payment event under Project, partial/final redemption/ repayment event under the Loan), and the Investor shall carefully assess the information and calculations provided, and shall immediately, however not later than within 14 (fourteen) calendar days raise concerns to the Platform Operator via e-mail [info@heavyfinance.com](mailto:info@heavyfinance.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 immediately, however not later than on the next Business Day provide the Payment Service Provider with the rectified information and shall restore the balance on the Transactional Account from its own funds 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 afterwards 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.