monefit

Agreement version: 5.0

Applicable as of: 02.09.2026

MONEFIT SMARTSAVER

TERMS OF USE

Under these Monefit SmartSaver Terms of Use (hereinafter "**the SmartSaver Terms**" or "**the Terms**") **Monefit Investments OÜ**, registry code 11953111, registered address Kai 4, Tallinn, Estonia (hereinafter "**Monefit**") provides the Monefit SmartSaver service in the capacity and extent as described and stipulated herein.

WHEREAS:

A. Monefit, as part of the consumer finance consolidation group Creditstar Group, is offering retail and corporate investors resident or registered in the European Economic Area (hereinafter "**EEA**") or Switzerland an opportunity to earn via Monefit SmartSaver service an annual percentage yield (hereafter "**APY**") of up to 7.5% on investments made into monetary claims against the Borrowers arising from consumer credit agreements they have concluded with the Lenders. For the avoidance of doubt, the expected APY stated herein may differ in case of Vaults which are governed by Monefit SmartSaver Vaults Terms & Conditions;

B. Monefit does not act as an intermediary or agent (of the Lenders) when offering the Monefit SmartSaver service under these SmartSaver Terms, nor does Monefit organize the selling of the Lender's claims against the Borrowers to the investors (hereafter the "**SmartSaver Users**") directly from the Lenders. Monefit first acquires the claims against the Borrowers from the Lenders, after which Monefit sells (by way of assignment) the claims to the SmartSaver Users in line with these SmartSaver Terms. The SmartSaver Users cannot buy any claims from Lenders directly under these SmartSaver Terms;

C. Monefit is the provider of the Monefit SmartSaver service only. Monefit does not grant credits or loans, including, is not itself a Lender (i.e. an originator of the credits granted to the Borrowers). Monefit is also not an issuer of securities within the meaning of the Prospectus Rules and does not take deposits or receive repayable funds in any other manner from anyone within the meaning of applicable financial laws. Monefit does not provide any legal, tax, investment or other advisory services, financial or otherwise, to any person, including any SmartSaver User. By opening and using a SmartSaver Account, the SmartSaver User agrees to the SmartSaver Terms and accepts the associated risks. Monefit does not make any representation, warranty, undertaking or guarantee (express or implied) that a SmartSaver User will obtain a return on any money invested through Monefit SmartSaver. Monefit SmartSaver is subject to any and all risks associated with investing into claims against the Borrowers stemming from consumer credit agreements they have concluded with the Lenders. We recommend that you seek independent advice from a suitably qualified professional prior to using Monefit SmartSaver service;

D. By accessing, browsing and/or using the Monefit SmartSaver Platform (including, as applicable, the SmartSaver Website and the SmartSaver App), the SmartSaver User acknowledges that they have thoroughly read, understood, and agreed to be bound by these Terms.

1. DEFINITIONS AND REFERENCES

1.1 In these Terms:

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1.1.1 "**we**" and "**us**" means Monefit and "**you**" means any SmartSaver User;

1.1.2 all references to statutory provisions of any country, state or territory shall be construed as including references to:

(a) any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force; and

(b) all statutory instruments or orders from time to time made pursuant thereto;

1.1.3 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

1.1.4 except where otherwise specified time limits described in days or months are in calendar days or months respectively;

1.1.5 where Monefit has a right or option to do anything then the right or option is at its absolute discretion, taking into account the possible limitations stemming from the mandate given to Monefit in accordance with these Terms;

1.1.6 words such as **"hereunder"**, **"hereto"**, **"hereof"** and **"herein"** and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of these Terms and not to any particular section, clause or paragraph hereof;

1.1.7 any undertaking by Monefit or a SmartSaver User to do something includes an undertaking by it to procure that it is to be done and any undertaking by Monefit or a SmartSaver User not to do something includes an undertaking by it not to permit it to be done;

1.1.8 in construing these Terms general words introduced by the word **"other"** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word "include" or "including" is to be construed without limitation;

1.1.9 the headings of Terms are for ease of reference only and do not affect the interpretation of any Term;

1.1.10 if any action or duty to be taken or performed under any of the provisions of these Terms would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day;

1.1.11 a reference to a person includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any unincorporated association, joint venture or partnership (whether or not having a separate legal personality);

1.1.12 **"Parent Undertaking"**, **"Group"**, and **"Subsidiary"** have the meanings given to such terms in the Commercial Code; and

1.1.13 any reference to a person includes their successors, personal representatives and permitted assigns.

1.2 In these Terms, the following words and expressions have the meanings attributed to them below:

1.2.1 **"Applicant"** a natural person or legal entity who wishes to become a SmartSaver User.

1.2.2 "**Application Form**" the application form to become a SmartSaver User, as made available on the SmartSaver Platform (as may be amended by Monefit from time to time).

1.2.3 "**Authorised Representative**" the natural person communicating with Monefit duly authorised to act on behalf of a legal entity in connection with these Terms, being either: (a) a director or equivalent officer of such legal entity as recorded in the relevant commercial or public registry in the country of registration; or (b) a person holding a valid power of attorney or equivalent authorisation document evidencing authority to represent the legal entity.

1.2.4 "**Borrower**" a private individual who has entered into a Loan Agreement with the Lender.

1.2.5 "**Business Day**" an officially determined business day of Estonia (except for Saturdays, Sundays and public holidays), and "Business Days" shall be construed accordingly thereto.

1.2.6 "**Cookie Policy**" the cookie policy available on the SmartSaver Platform, as may be amended from time to time.

1.2.7 "**Claim**" a monetary claim of a Loan (or a part thereof) and an accessory interest (or a part thereof) of the Lender against a Borrower, under the terms and conditions of the respective Loan Agreement concluded between such Borrower and such Lender;

1.2.8 "**Creditstar Group Company**" an entity belonging to the Creditstar Group, whose business activity is to issue consumer credit under the respective Loan Agreements;

1.2.9 "**Customer Reference Number**" unique number referencing a SmartSaver User's SmartSaver Account displayed on the SmartSaver Platform;

1.2.10 "**Data Protection Laws**" the General Data Protection Regulation (2016/679) ("GDPR"), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all applicable laws and regulations relating to the processing of the Personal Data and privacy in force from time to time, including where applicable the guidance and codes of practice issued by any national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction including without limitation the Personal Data Protection Act of Estonia.

1.2.11 "**Force Majeure Event**" means any act, cause, circumstance, omission or incident that is beyond Monefit's reasonable control and that cannot be prevented or cured by Monefit taking steps that it could reasonably be expected to take under the relevant circumstances.

1.2.12 "**Insolvency Event**" includes insolvency, administration, cessation of trade, bankruptcy, commencement of winding up, appointment of a receiver / receiver manager over any of its assets (including its undertaking or income), making of any arrangement with its creditors generally or the taking or suffering of any similar action as a result of debt, or an event having an equivalent effect in any jurisdiction.

1.2.13 "**Lender**" a Creditstar Group Company that has entered into a Loan Agreement and disbursed the Loan thereunder to the Borrower and to whom the Borrower is required to repay the Loan (together with any applicable interest) pursuant to the terms and conditions of the respective Loan Agreement.

1.2.14 “**Loan**” the principal amount of a loan (or a part thereof) not yet repaid, which has been issued by a Lender to a Borrower pursuant to a Loan Agreement.

1.2.15 “**Loan Agreement**” the loan agreement between the Lender and the Borrower concerning the Loan from the Lender to the Borrower and the repayment thereof.

1.2.16 “**Personal Data**” has the meaning assigned to it in Data Protection Laws.

1.2.17 **“Price List”** a list of applicable SmartSaver Fees published on the SmartSaver Platform.

1.2.18 “**Prospectus Rules**” any applicable laws in relation to the issue of securities to the public, and includes (without limitation), the Prospectus (Directive 2003/71/EC) Regulations 2005, Directive 2003/71/EC (as amended, from time to time) and Directive 2010/73/EU, and with effect from 21 July 2019, Regulation (EU) 2017/1129.

1.2.19 “**Privacy Policy**” the privacy policy available on the Monefit SmartSaver Platform (as may be amended from time to time).

1.2.20 “**SmartSaver Account**” is a type of a virtual user account that a SmartSaver User, to whom the respective SmartSaver Account has been issued to by Monefit, can use only in accordance with these SmartSaver Terms, including solely for the purposes stated therein. For the avoidance of doubt, SmartSaver Account cannot be used to make deposits or payment transactions or hold any financial instruments or crypto assets.

1.2.21 **"SmartSaver App**"[1] the mobile application made available by Monefit for use on compatible mobile devices, through which Monefit makes its services available (as may be updated by Monefit from time to time).

1.2.22 “**SmartSaver Claim**” the Claim, as specified by Monefit, acquired by a SmartSaver User or Monefit under these SmartSaver Terms.

1.2.23 **“SmartSaver Fees”** the fees applicable to the services provided by Monefit.

1.2.24 **"SmartSaver Platform**" the SmartSaver Website or the SmartSaver App through which Monefit makes its services available from time to time. References to the SmartSaver Platform shall, unless the context otherwise requires, be read as references to any one or more of such channels as applicable. Not all services or functionalities available on one channel may always be available on other channel; Monefit shall determine which services and functionalities are made available via each channel from time to time.

1.2.25 “**SmartSaver Purchase Price**” the purchase price to be paid by the SmartSaver User (as the acquirer / assignee) to Monefit (the seller / assignor) in return for the acquisition (by way of assignment) of a SmartSaver Claim from Monefit to the SmartSaver User.

1.2.26 “**SmartSaver Purchase Agreement**” an assignment agreement concluded through the SmartSaver Platform under these SmartSaver Terms between the SmartSaver User as the acquirer (the assignee) of the SmartSaver Claim and Monefit as the seller (the assignor) of the SmartSaver Claim, on the terms and conditions set forth in these SmartSaver Terms.

[1] Upon the initial launch of the SmartSaver App, certain services and functionalities, including (without limitation) account registration, identity verification, account closure and withdrawal from these Terms, may be available exclusively via the SmartSaver Website until such time as Monefit makes them available via the SmartSaver App. Monefit shall use reasonable endeavours to make all services and functionalities available via the SmartSaver App in a timely manner and shall notify SmartSaver Users via the SmartSaver Platform when additional functionalities become available. During any such transitional period, SmartSaver Users may continue to access all services and functionalities via the SmartSaver Website.

1.2.27 “**SmartSaver Resale Price**” the purchase price to be paid by Monefit to the SmartSaver User for the acquisition of all or part of the SmartSaver Claims from the SmartSaver User.

1.2.28 “**SmartSaver Resale Agreement**” an assignment agreement concluded through the SmartSaver Platform under these SmartSaver Terms between the SmartSaver User as the seller (the assignor) and Monefit as the acquirer (the assignee) of all or part of the SmartSaver Claims from the SmartSaver User on the terms and conditions set forth in these SmartSaver Terms.

1.2.29 “**SmartSaver Terms**” or “Terms” these Monefit SmartSaver Terms of Use as may be amended by Monefit from time to time (and “Term” means any of them).

1.2.30 “**SmartSaver User**” or “User” a natural person or legal entity who has opened a SmartSaver Account with Monefit under these SmartSaver Terms.

1.2.31 "**SmartSaver User’s Bank Account**” a current account or payment account of the SmartSaver User with a credit institution or, subject to Monefit’s relevant discretion, payment institution or electronic money institution registered or authorised in a country within the EEA or Switzerland as referred to in Clause 2.2.4 (or, from time to time, such other account of the SmartSaver User as the SmartSaver User warrants and represents to Monefit as satisfying), including any accounts which are owned and shared by multiple persons (including the SmartSaver User).

1.2.32 “**SmartSaver User’s Bank Card**” a card held by the SmartSaver User, issued in the SmartSaver User's name and tied to the SmartSaver User's Bank Account.

1.2.33 “**SmartSaver Website**” the website at https://monefit.com/smartsaver/, any subdomains thereof, and any other websites through which Monefit makes its services available.

1.2.34 “**Tender Offer**” a binding declaration of intent made by the SmartSaver User to Monefit with the aim of acquiring SmartSaver Claim(s) from Monefit on the terms and conditions set forth in these SmartSaver Terms.

1.2.35 “**Tax**” or “**Taxation**” includes (without limitation) any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any tax authority in respect of any payments processed by Monefit pursuant to these Terms, and “Taxes” shall be construed accordingly thereto.

1.2.36 “**Withholding Tax**” any charge, deduction or withholding for or on account of any Tax required by any applicable law, as modified by the practice of any governmental revenue authority, then in effect.

2 REGISTRATION AND IDENTIFICATION

2.1 An application to become a SmartSaver User must be made by an Applicant via the completion and submission of an Application Form to Monefit, through which the Applicant acknowledges, accepts and confirms that it has thoroughly read, understood and agrees to be bound by the terms of these SmartSaver Terms and the Privacy Policy and confirms that the representations and warranties the Applicant has made to Monefit under these Terms are correct, accurate and up-to-date.

2.2 By completing and submitting an Application Form, the Applicant warrants and represents to Monefit, as follows (and shall indemnify Monefit for any liability or loss arising from any breach of such warranty and/or representation):

2.2.1 it is the Applicant and that all the information provided by the Applicant forming part of the Application is correct, accurate and up-to-date;

2.2.2 that the Applicant will not seek nor take any action to hold Monefit liable for any loss the Applicant suffers as a result of or in connection with being a SmartSaver User;

2.2.3 the Applicant has provided:

(i) in the case of a natural person:

First name(s), last name (written as on the identification document); date of birth; Registered address; national identity number or passport number; country of residence; country of tax residence; Mobile telephone number and email address.

(ii) in the case of a legal entity:

Company official name, company registration number, country of registration; country of tax residence / tax number; registered address;

(iii) The Authorised Representative shall provide Monefit with documentary evidence of such authority (including, as applicable, a current extract from the relevant commercial or public registry, a board resolution, or a duly executed power of attorney) and provide the personal information specified in Clause 2.2.3(i) above with respect to natural persons;

(iv) Where applicable, in the case of a natural person, the Applicant shall provide an extract or equivalent official document from the relevant public registry in the Applicant's country of residence; in the case of a legal entity, the Applicant shall provide an extract from the commercial or equivalent public registry in the Applicant's country of registration, confirming its current registration status and registered details.

(v) The Applicant will immediately update the data and documents it has provided to Monefit to become a SmartSaver User via the SmartSaver Platform if any of the provided details change.

2.2.4 the Applicant has a current account or payment account in its own name with a credit institution, payment institution or electronic money institution established or authorised in a country within the EEA or Switzerland, which is subject to the applicable anti-money laundering and counter-terrorism financing legislation requirements applicable in its country of registration or authorisation, and that the Applicant is the legal and beneficial owner of all funds held in that account free from all encumbrances, further that such funds are not attributable to proceeds of crime, money laundering and / or financing of terrorism;

2.2.5 The Applicant will promptly notify Monefit if there is a change in the Applicant's tax residency;

2.2.6 the Applicant will use the SmartSaver Account and SmartSaver Platform only for purposes stipulated in the Terms;

2.2.7 the Applicant is not the subject to any Insolvency Event;

2.2.8 in the case of a natural person, the Applicant is 18 years of age or over and has the full active legal capacity to enter legally binding agreements (including these Terms) with Monefit (and to perform the Applicant's obligations under such agreements);

2.2.9 in the case of a legal entity, the person representing such legal entity is a director or an officer of the relevant entity (or otherwise legally authorised to act on behalf of its behalf) and such entity is duly organised under the laws of the jurisdiction in which it is established and that it has full capacity and authority to enter legally binding agreements (including these Terms) with Monefit (and to perform its obligations under such agreements); and

2.2.10 the Applicant has disclosed to us any circumstances that it is aware of (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against it by any third party) which could or might result in a material adverse change in financial condition, business or assets of the Applicant. The Applicant hereby agrees with us that it will promptly provide full details to us upon becoming aware of or suspecting that any of the circumstances mentioned herein have occurred or may occur, and will also provide us with such information as it may reasonably require about the financial condition, business and affairs of the Applicant from time to time.

2.2.11 in the case of a natural person, the Applicant is resident in a country within the EEA or Switzerland; or, in the case of a legal entity, the Applicant is registered in a country within the EEA or Switzerland;

2.3 By making an Application, the Applicant authorises Monefit, at any time, to verify the identity of the Applicant with any third party providers of information. Please refer to the Privacy Policy for details of steps we may undertake to do this.

2.4 If an Application Form is submitted by the Applicant and accepted by Monefit, then Monefit will provide the Applicant with a Customer Reference Number. If an Application Form is refused by Monefit, then Monefit is not obliged to provide any reasons to the Applicant for its refusal.

2.5 The Customer Reference Number shall be used by Monefit to:

2.5.1 identify the SmartSaver User;

2.5.2 identify any funds transferred by the SmartSaver User to Monefit in line with these SmartSaver Terms; and

2.5.3 identify any payments made or to be made by Monefit to a SmartSaver User in line with these SmartSaver Terms.

2.6 You may access your SmartSaver Account by entering your selected email address and password, or by using a supported third-party authentication method made available on the SmartSaver Platform (such as Google or Apple account sign-in). You agree to keep your password and Customer Reference Number and any other login credentials strictly private and confidential and you must not disclose them to any third party. Any failure to do so shall be at your sole risk and expense. You agree that we are entitled to assume all correspondence, orders, transfers and instructions made by reference to your login details and SmartSaver Account are made by you. You agree to inform us immediately by email if you know or suspect that any of your SmartSaver Account information and / or login details are being misused so that we may suspend your SmartSaver Account until such time as you provide instructions to restore your SmartSaver Account.

2.7 You should change your password on a regular basis (where applicable). Passwords should contain a mixture of upper and lower case letters and numbers and/or symbols. Passwords are case sensitive and we recommend the use of passwords that combine a combination of numbers, symbols and letters in different cases. This will help to prevent the risk of unauthorised use of your account. Where you access your SmartSaver Account using a third-party authentication method, you are responsible for maintaining the security of the relevant third-party account. The SmartSaver Platform enables you to also change your email address associated with your SmartSaver Account, should you wish to do so.

2.8 We have the right to disable or temporarily restrict access to any SmartSaver Account or related functionality where, in our reasonable opinion, you have failed to comply with any material provisions of these Terms, or where such action is reasonably necessary for security, fraud prevention or our internal risk management purposes.

2.9 Our Privacy Policy contains details of how we may use the personal information you provide to us when registering, including how we use credit and ID checks to protect you and those you interact with on the SmartSaver Platform. You should read the Privacy Policy carefully before completing your registration or application. By continuing to use the SmartSaver Platform you consent to such use of your personal information.

2.10 In order to enable Monefit to verify the identity of the SmartSaver User, the SmartSaver User shall be required to provide information as set out below to the standard required by Monefit before proceeding with acquiring SmartSaver Claims (provided always that Monefit reserves the right to request additional documents and / or confirmations not specified below as it deems desirable or necessary in the circumstances):

2.10.1 in the case of a **natural person**:

(i) a copy / photo of a valid passport, ID card, residence permit or other government-issued identity document accepted by Monefit;

2.10.2 in the case of a **legal entity**:

(i) a copy / photo of the certificate of incorporation;

(ii) a copy of commercial register within the last 3 months confirming that the legal entity remains registered on that registry’s register and / or is in good standing; registered office address, country of tax residence;

(iii) details of beneficial owners owning more than 25% of the legal entity up to level of the natural persons having beneficial ownership together with the documentation specified in Clause 2.10.1 above with respect to the Authorised Representative;

(iv) evidence to show the authority of the person representing the legal entity to act on behalf of the legal entity.

2.11 The information required in Clause 2.10.1 for a natural person will also be required of all beneficial owners (as defined in Section 9 of the Money Laundering and Terrorist Financing Prevention Act) of a legal entity.

2.12 Monefit may, at any time before or during the business relationship, carry out reasonable checks on the Applicant or SmartSaver User (including requesting identity, ownership, source of funds or transaction-related information) and verify such information against reliable sources, for the purpose of managing risks such as fraud, financial crime or misuse of the SmartSaver Platform, and complying with Monefit's internal risk policies. The Applicant or SmartSaver User shall provide any information requested within the specified timeframe and ensure it is complete, accurate and up to date. Where Monefit cannot complete such checks, or reasonably suspects a relevant risk, Monefit may request further information, refuse or delay a transaction, restrict access to the SmartSaver Account or Platform, or take other reasonably necessary measures in accordance with these Terms.

3 WARRANTIES OF THE SMARTSAVER USER

3.1 The SmartSaver User hereby represents and warrants to Monefit the following:

3.1.1 the SmartSaver User is the final beneficiary;

3.1.2 the SmartSaver User is not subject to any applicable financial sanctions against;

3.1.3 the SmartSaver User has both passive and active legal capacity and the capacity to exercise will in accordance of the legislation of their country of residence;

3.1.4 the economic status of the SmartSaver User allows the SmartSaver User to fulfil the conditions of these SmartSaver Terms, the SmartSaver User is solvent and no insolvency, restructuring or any similar process has been initiated against the SmartSaver User;

3.1.5 the SmartSaver User gives their consent to Monefit to process their personal data for the purposes defined in the provisions of these Terms;

3.1.6 the information provided by the SmartSaver User to Monefit is true and complete;

3.1.7 the SmartSaver User has thoroughly read the SmartSaver Terms, understands the rights and obligations arising from the SmartSaver Terms, and the SmartSaver Terms are in accordance with the SmartSaver User’s will.

4. SMARTSAVER ACCOUNT

4.1. Monefit shall establish a SmartSaver Account for the SmartSaver User immediately after the SmartSaver User has approved and accepted the SmartSaver Terms and Monefit has accepted the Application Form submitted by the SmartSaver User. The SmartSaver User may have only one SmartSaver Account.

4.2. In order to acquire SmartSaver Claims, the SmartSaver User needs to allocate funds to the SmartSaver Account by transferring the funds from the SmartSaver User’s Bank Account to the current account of Monefit (details of which are set out on the SmartSaver Platform), indicating the Customer Reference Number, or by using the SmartSaver User’s Bank Card.

4.3. Where the SmartSaver User transfers funds (as described in Clause 4.2) from a SmartSaver User's Bank Account which it co-owns and shares with another person, the SmartSaver User shall obtain the consent of such other person and by giving its consent the co-owner of such SmartSaver User's Bank Account shall be considered informed of and accepted these SmartSaver Terms. Monefit may require the SmartSaver User to provide the evidence of the co-owner’s consent at any time.

4.4. In order to allocate funds via the SmartSaver User’s Bank Card in accordance with Clause 4.2, the SmartSaver User has to follow the relevant instructions and steps on the SmartSaver Platform. Monefit has the right to request additional information and proof regarding the compliance of the SmartSaver User’s Bank Account and/or Bank Card with these Terms at any time, which the SmartSaver User shall be obligated to provide to Monefit within two (2) Business Days from receiving the respective request.

4.5. Where Monefit cannot verify from the payment data that a transfer was made from an account held by the SmartSaver User, Monefit may request proof of payment from the SmartSaver User and delay the allocation of such funds until satisfactory proof has been provided.

4.6. Any funds transferred by the SmartSaver User in accordance with Clause 4.2, or generated through the resale of SmartSaver Claims by the SmartSaver User to Monefit shall be kept on the current account of Monefit and shall be used solely for acquiring SmartSaver Claims in accordance with Section 5.

5. ACQUISITION OF SMARTSAVER CLAIMS

5.1. In order to acquire SmartSaver Claim(s) from Monefit, the SmartSaver User shall place a Tender Offer. The Tender Offer is a binding declaration of the SmartSaver User's intent to acquire SmartSaver Claim(s) from Monefit in line with these SmartSaver Terms and is considered to be expressed by the SmartSaver User to Monefit by allocating funds to the SmartSaver Account (as described in Section 4 above) with an aim of using all of such funds to acquire a SmartSaver Claim(s) (meaning no separate document or action is needed from the SmartSaver User), taking into account the following:

5.1.1. firstly, existing SmartSaver Claim(s) must be available for Monefit to acquire. An existing SmartSaver Claim will become available when another SmartSaver User requests to sell its SmartSaver Claim fully or partially to Monefit, and to receive the SmartSaver Resale Price for such claim.

5.1.2. The portion of such SmartSaver Claims to be sold (assigned) from Monefit to the SmartSaver User shall be determined pro rata to the value of the following assets:

5.1.2.1. the SmartSaver Claims of the SmartSaver User,

5.1.2.2. the SmartSaver Claims acquired by Monefit for the proceeds of the SmartSaver User's SmartSaver Claims and

5.1.2.3. the proceeds of the SmartSaver Claims received by Monefit for the SmartSaver Claims referred to in 5.1.2.1-5.1.2.2 which at the time have not been used to acquire additional SmartSaver Claims.

In which case, the SmartSaver Purchase Price of such SmartSaver Claim(s) is a portion of the SmartSaver Purchase Price (to be paid to the other SmartSaver User by Monefit) determined pro rata to the value of such assets;

5.1.3. secondly, the SmartSaver Claim (i) with a purchase price which is smaller or equal to the outstanding principal amount of the SmartSaver Claim, (ii) with no collectable but unpaid indebtedness at the time of acquisition and (iii) which at the time of acquisition meets at least one of the following criteria:

5.1.3.1. The loan from which the SmartSaver Claim arises was issued by the Lender in the ordinary course of its business; or

5.1.3.2. the SmartSaver Claim has been offered by Monefit (including SmartSaver Claims acquired by Monefit from the Lenders and SmartSaver Claims resold to Monefit by other SmartSaver Users).

5.2. Monefit may deviate from the order specified in Clause 5.1, if such action is in the best interests of the SmartSaver User, as reasonably determined by Monefit.

5.3. The Tender Offer is considered to be placed as soon as the SmartSaver User has allocated funds to the SmartSaver Account (as described in Section 4) and shall be valid until such funds have been used in line with these Terms in full. The SmartSaver User cannot cancel the Tender Offer after the funds reached Monefit's account. However, the Tender Offer is automatically cancelled in case and at the time when the SmartSaver User withdraws its consent with these SmartSaver Terms.

5.4. No specific information about the SmartSaver Claim(s) (to be) acquired by the SmartSaver User will be made available to the SmartSaver User, including without limitation, the personal data of the Borrower, and the specific terms and conditions of the relevant Loan Agreement. The SmartSaver User waives its right to documents certifying the claim and related rights, documents certifying the assignment of the claim, and any copies of such documents.

5.5. After Monefit has completed the tender management process (as described in Clause 5.1), a binding SmartSaver Purchase Agreement will enter into force between the SmartSaver User (as the acquirer) and Monefit (as the assignor).

5.6. The SmartSaver Purchase Agreement between the SmartSaver User as the acquirer and Monefit as the assignor shall be concluded on the following terms and conditions (relevant details of the acquisition of the SmartSaver Claim(s) shall be made available to the SmartSaver User under its SmartSaver Account, but no separate document will be generated):

5.6.1. the transfer of the title of the relevant SmartSaver Claim(s) shall be considered to be assigned from Monefit to the SmartSaver User at the time of conclusion of the SmartSaver Purchase Agreement;

5.6.2. upon the assignment of a SmartSaver Claim, the rights to any payments arising from the SmartSaver Claim, including any existing indebtedness and rights related thereto, shall also be transferred from Monefit to the SmartSaver User;

5.6.3. the SmartSaver Claim is a claim against the Borrower, which consists of the Loan (i.e. principal amount), as already paid out to and not yet repaid by the Borrower under the relevant Loan Agreement, and interest payable by the Borrower at an APY of up to 7.5%. The SmartSaver User shall not acquire any other claims related to the SmartSaver Claim against Monefit (the Borrower and/or anyone else), unless otherwise set out in Section 7 of these Terms, including the SmartSaver User shall not acquire any related rights under the Loan Agreement concluded between the Borrower and Lender, for example, but not only, the right to withdraw, amend or change the agreement. Such rights shall remain with the Lender;

5.6.4. Monefit shall not (be obliged to) inform the Borrower of the assignment of the SmartSaver Claim to the SmartSaver User. The Lender shall remain the creditor in relation to the Borrower (including shall continue to service the relevant Loan Agreement), unless otherwise required by the Lender or Monefit;

5.6.5. by virtue of entering into the SmartSaver Purchase Agreement as described herein, the SmartSaver User irrevocably authorises Monefit to authorise the respective Lenders to continue servicing the SmartSaver Claims and the relevant Loan Agreement in line with their terms and the applicable law as if such claims were never assigned (no separate document shall be generated, but Monefit has a right and the SmartSaver User has an obligation to issue a document certifying such authorisation immediately upon Monefit's request);

5.6.6. taking into account the above, the Borrower continues to pay the Loan and ancillary obligations to the Lender. Monefit will arrange transfer of funds payable to the SmartSaver User in line with these SmartSaver Terms.

5.7. Following the conclusion of the SmartSaver Purchase Agreement, the funds allocated to the SmartSaver User's SmartSaver Account shall be used for payment of the SmartSaver Purchase Price.

5.8. If the Loan Agreement underlying a SmartSaver Claim becomes defaulted, Monefit has the right to repurchase the affected SmartSaver Claim(s) from the SmartSaver User. In such case, Monefit shall replace the affected SmartSaver Claim(s) with new SmartSaver Claim(s) of equivalent value. If no replacement SmartSaver Claim(s) are available, Monefit shall pay the SmartSaver Resale Price to the SmartSaver User in accordance with Section 7. The SmartSaver User consents to such repurchase and replacement without further notice or instruction.

6. LIMITATIONS

6.1. The SmartSaver User may not transfer, assign, encumber or otherwise dispose of the SmartSaver Account or the assets, rights or obligations linked thereto individually or in whole, except for the sale of the SmartSaver User's SmartSaver Claims in accordance with Section 7. Monefit may refuse to execute any instruction from the SmartSaver User or any other person which contradicts the restrictions prescribed in this Clause or elsewhere in the Terms, unless otherwise prescribed by applicable imperative law.

6.2. The SmartSaver User has the right to receive payment of SmartSaver Resale Price only by first providing an instruction to Monefit for the sale of the SmartSaver User's SmartSaver Claims in accordance with Section 7. The minimum amount of SmartSaver Claim(s) which the SmartSaver User may sell at once is 50 EUR. Where the total value of the SmartSaver User's SmartSaver Claims is less than 50 EUR, the SmartSaver User may sell all of such SmartSaver Claims in full. Monefit may suspend the SmartSaver User's instructions to sell the SmartSaver Claim(s) and withdraw funds until the payable SmartSaver Resale Price is equal to or exceeds the stated minimum amount or until the SmartSaver User sells all remaining SmartSaver Claims below such minimum amount. The SmartSaver User may not require payments from the SmartSaver Account in any other way.

6.3. The SmartSaver User may not resell, assign or otherwise dispose of any individual SmartSaver Claim to anyone other than to Monefit. Disposal of the SmartSaver Claims shall take place only in accordance with Section 7.

6.4. Monefit shall keep records of the SmartSaver Claims acquired and sold by the SmartSaver User. However, the SmartSaver User may not select, designate or otherwise choose which specific SmartSaver Claim(s) to resell to Monefit; Monefit shall determine, in its sole discretion, which SmartSaver Claim(s) are resold in connection with the SmartSaver User's instruction to sell. As the SmartSaver User may not dispose of the SmartSaver Claims individually, the SmartSaver Account shall not include individual information about the SmartSaver Claims, but the total value of the SmartSaver User's SmartSaver Claims. Monefit shall first and foremost indicate on the SmartSaver Account the SmartSaver Resale Price and any other information at the discretion of Monefit (if any).

7. RESALE OF SMARTSAVER CLAIMS

7.1. The SmartSaver User has the right to sell the SmartSaver Claim back to Monefit. The SmartSaver User is not bound by any deadlines set out in the Loan Agreement. To sell the SmartSaver Claim, a SmartSaver Resale Agreement shall be concluded between the SmartSaver User and Monefit as further detailed in this Section 7.

7.2. The SmartSaver Resale Agreement is automatically concluded between SmartSaver User (as the seller / assignor) and Monefit (as the acquirer / assignee) of the SmartSaver Claim with respect to relevant SmartSaver Claim(s) at the moment when the SmartSaver User acquires such SmartSaver Claim(s) from Monefit in accordance with Section 5, but enters into force at the time the SmartSaver User expresses its intent to sell relevant SmartSaver Claim back to Monefit.

7.3. The SmartSaver Resale Agreement between the SmartSaver User as the assignor (the seller) and Monefit as the assignee (the acquirer) shall be concluded on the following terms and conditions (relevant details of the resale of the SmartSaver Claim(s) shall be made available to the SmartSaver User under its SmartSaver Account, but no separate document will be generated):

7.3.1. the transfer of the title to the SmartSaver Claim shall be considered to be assigned from the SmartSaver User to Monefit at the moment when Monefit has paid the SmartSaver Resale Price to the SmartSaver User in accordance with Clauses 7.4-7.9;

7.3.2. as of the conclusion of the SmartSaver Resale Agreement, Monefit shall have the right to receive any payment made based on the SmartSaver Claim and use such amounts to acquire SmartSaver Claims in the name of Monefit for the benefit of all SmartSaver Users in accordance with Clause 5.1;

7.3.3. Monefit shall not be obliged to inform the Borrower of the assignment of the SmartSaver Claim under the SmartSaver Resale Agreement. The Lender shall remain the creditor in relation to the Borrower (including shall continue to service the relevant Loan Agreement), unless otherwise required by the Lender or Monefit;

7.3.4. the SmartSaver Resale Price equals to the Loan amount in the respective SmartSaver Claim(s) initially acquired by the SmartSaver User and added accrued ancillary interest up to 7.5% per annum (calculated based upon actual amount of calendar days in a current month and year).

7.4. Monefit shall calculate the SmartSaver Resale Price daily by adding the earned returns to the SmartSaver Purchase Price. The value of the earned returns is renewed daily and displayed to the SmartSaver User on its SmartSaver Account on the SmartSaver Platform together with the aggregate rate of return.

7.5. The selling of SmartSaver Claims takes place via the SmartSaver Platform. In order to sell the SmartSaver Claim to Monefit, there must be another SmartSaver User wishing to acquire the SmartSaver User's SmartSaver Claim from Monefit after the SmartSaver User has sold the claim to Monefit, unless Monefit decides to repurchase the SmartSaver Claim regardless of such at its sole discretion.

7.6. The SmartSaver Resale Price to be paid by Monefit to the SmartSaver User for its SmartSaver Claim(s) shall be determined as at the last time of calculating the SmartSaver Resale Price before making the payment of the SmartSaver Resale Price or a respective portion of it. The SmartSaver User may instruct Monefit to sell all of its SmartSaver Claims or a particular percentage thereof by using the respective application via the SmartSaver Platform and shall receive the corresponding amount payment of the SmartSaver Resale Price. The returns on the SmartSaver Claims shall accrue until the payment of the SmartSaver Resale Price is made to the SmartSaver User, and the earned returns will be paid out together with the SmartSaver Resale Price. For the avoidance of doubt, no automatic periodic payments shall be made by Monefit, unless automatic periodic payment of earned returns is requested by the SmartSaver User per Clause 7.9.4. The SmartSaver User is entitled to payment of the SmartSaver Resale Price as soon as:

7.6.1. other SmartSaver Users have acquired a portion of the SmartSaver User's SmartSaver Claims and/or the SmartSaver Claims acquired by Monefit for the proceeds of the SmartSaver User's SmartSaver Claims (to the extent necessary for the payment of the SmartSaver Resale Price) from Monefit; and/or

7.6.2. sufficient funds have been allocated to Monefit's SmartSaver Account to cover the SmartSaver Resale Price.

7.7. If at the time the SmartSaver User demands payment of the SmartSaver Resale Price, there are sufficient funds linked to the SmartSaver Accounts to cover the SmartSaver Resale Price in accordance with Clause 7.6, it becomes payable.

7.8. If at the time the SmartSaver User demands payment of the SmartSaver Resale Price, there are insufficient funds linked to the SmartSaver Accounts to cover the SmartSaver Resale Price in accordance with Clause 7.6, then all payments of the SmartSaver Resale Price to all SmartSaver Users shall not become payable before and are suspended, along with the mandate to purchase additional SmartSaver Claims, until (whichever occurs first):

7.8.1. there are sufficient funds allocated onto the SmartSaver Accounts to cover the SmartSaver Resale Price in full (i.e. the SmartSaver Claims of other SmartSaver Users and Monefit have generated sufficient funds and/or the other SmartSaver Users have allocated additional funds to their SmartSaver Accounts to be used for acquiring the respective SmartSaver Claims) to all SmartSaver Users to whom payments of SmartSaver Resale Price have been suspended;

7.8.2. on the next Business Day at which time partial payments of the SmartSaver Resale Price shall be made from funds linked to the other SmartSaver Accounts to cover their respective portions of the SmartSaver Resale Price to all SmartSaver Users to whom payments of the SmartSaver Resale Price have been suspended. Such partial payments of the SmartSaver Resale Price shall be made pro rata to the amount of the SmartSaver Resale Price due to the SmartSaver User compared to the sum of all SmartSaver Resale Prices due to all SmartSaver Users to whom payments of SmartSaver Resale Price have been suspended. Such partial payments shall be made on each Business Day until the SmartSaver Resale Price has been paid in full.

7.9. After the SmartSaver User instructs Monefit to sell all or part of the SmartSaver User's SmartSaver Claims, a corresponding amount of the SmartSaver Resale Price will become payable, subject to Clauses 7.7 or 7.8 accordingly. In connection to that the SmartSaver User may also choose, via the technical solution available on the SmartSaver Platform, one of the following options:

7.9.1. **Standard** - sale of the SmartSaver Claims and transfer of the SmartSaver Resale Price within ten (10) Business Days;

7.9.2. **Scheduled** - sale of the SmartSaver Claims and transfer of the SmartSaver Resale Price on a date selected by the SmartSaver User between eleven (11) and three hundred sixty-five (365) days from the day the SmartSaver User selects this option;

7.9.3. **Instant** - sale of the SmartSaver Claims and transfer of the SmartSaver Resale Price on the same Business Day, subject to the following conditions:

7.9.3.1. the amount up to which this option may be used will be made known to the SmartSaver User by Monefit SmartSaver via their SmartSaver Account, with the limit valid for the duration of a calendar month and reset on the first day of every calendar month;

7.9.3.2. Monefit shall not be liable for any delay of the transfer arising from by the SmartSaver User's bank, payment service provider, intermediary bank, payment cut-off times, weekends or public holidays, or any other circumstances beyond Monefit's reasonable control.

7.9.4. **Automatic ("Passive Income")** - sale of the SmartSaver Claims and partial periodic transfer of the SmartSaver Resale Price in the amount of returns earned on the SmartSaver Claims for the previous calendar month on the 1st date of each subsequent calendar month, starting from the 1st date of the month following such month in which the SmartSaver User selects this option, with the remaining part of the SmartSaver Resale Price for the SmartSaver Claims becoming payable subject to the SmartSaver User's additional respective instructions.

7.10. The SmartSaver User may cancel their instructions to sell all or part of the SmartSaver Claims during a period when such option is available via the SmartSaver Account.

7.11. Monefit shall make the payment of the SmartSaver Resale Price in one of the following ways:

7.11.1. to the SmartSaver User's Bank Account on the condition that a payment has been previously made from that SmartSaver User's Bank Account to the SmartSaver Account with a reference to the Customer Reference Number and the data communicated by the credit institution, payment institution or electronic money institution upon contribution conforms to the data saved by the SmartSaver User, or

7.11.2. to the SmartSaver User's Bank Card, on the condition that a payment has been previously made using that SmartSaver User's Bank Card and the data communicated by the credit institution, payment institution or electronic money institution upon contribution conforms to the data saved by the SmartSaver User;

7.12. Where, in justified cases, the SmartSaver User wishes to receive the payment of the SmartSaver Resale Price to the SmartSaver User's Bank Account not meeting the conditions specified in Clause 7.11.1, Monefit has the right to request further relevant information and documents before making the payment of the SmartSaver Resale Price. Monefit shall have the right, on reasonable grounds, to refuse payment of the SmartSaver Resale Price to such SmartSaver User's Bank Account. Monefit may also delay, suspend or refuse the payment where additional verification or review is reasonably required for mitigation of any relevant and justified risks that have been identified by Monefit.

7.13. Where the SmartSaver User has made a payment via the SmartSaver User's Bank Card, the SmartSaver User acknowledges and agrees that Monefit does not store the SmartSaver User's full Bank Card details (such as the card number, cardholder name or security code). Where applicable, Monefit stores a token or similar reference issued by its payment service provider, which represents the Bank Card details held securely by that provider and which may be used by Monefit to process further transfers of the SmartSaver Resale Price to the SmartSaver User.

7.14. The SmartSaver User has the right to change the SmartSaver User's Bank Card to be used for the payment of the SmartSaver Resale Price on reasonable grounds, provided that at least 30 days have passed from the date payment was made via the initial SmartSaver User's Bank Card, unless a shorter period is decided upon by Monefit and communicated to the SmartSaver User. Such change of the SmartSaver User's Bank Card may be subject to further review by Monefit, in which case Monefit shall have the right to receive additional relevant information and documents from the SmartSaver User before payment of the SmartSaver Resale Price. Monefit shall have the right, on reasonable grounds, to refuse the payment of the SmartSaver Resale Price to a SmartSaver User's Bank Card not meeting the conditions specified in Clause 7.11.2.

7.15. Payments to the SmartSaver User’s Bank Account or SmartSaver User’s Bank Card can be made to the extent of the positive balance of the SmartSaver User's SmartSaver Account by using the respective technical solution of the SmartSaver Platform. Positive balance means the amount reflected on the SmartSaver Account that is not covered by collectable arrears for the benefit of Monefit or other Users. Monefit shall conclude the respective transfer order within one Business Day. After making the transfer, the SmartSaver Claim or part thereof shall be considered repurchased by Monefit.

7.16. SmartSaver User acknowledges and accepts that the SmartSaver Resale Price may be less than the aggregate funds and value of SmartSaver Claims allocated to the SmartSaver User's SmartSaver Account. Nothing in these Terms may be considered as a promise or guarantee of any profit or any specific rate of return or of repayment of capital, since, among other applicable aspects, that is dependent on the performance of the monetary obligations of each underlying Borrower under the respective Loan Agreement associated with a SmartSaver Claim. The SmartSaver User hereby waives any claims it may have against Monefit in respect to the SmartSaver Resale Price.

7.17. Where the total value of the SmartSaver User's SmartSaver Claims falls below 3 EUR, Monefit shall have the right to sell all such remaining SmartSaver Claims on behalf of the SmartSaver User, pay the corresponding SmartSaver Resale Price to the SmartSaver User in accordance with Clause 7.11 and cancel the SmartSaver Terms in accordance with Clause 9.6. Where Monefit is unable to make such payment because of no valid SmartSaver User's Bank Account or SmartSaver User's Bank Card details, Monefit shall notify the SmartSaver User and request the necessary payment details. If the SmartSaver User fails to provide valid payment details within thirty (30) calendar days of such request, Monefit shall have no further obligation to pay the SmartSaver Resale Price and may close the SmartSaver Account.

8. SMARTSAVER FEES

8.1. The SmartSaver User shall be obliged to pay SmartSaver Fees to Monefit in accordance with the Price List, unless otherwise agreed between Monefit and the SmartSaver User. Monefit shall have the right to deduct any due SmartSaver Fees from (i) any funds transferred by the SmartSaver User to the SmartSaver Account, (ii) the SmartSaver Resale Price payable to the SmartSaver User, and/or (iii) any other amounts payable by Monefit to the SmartSaver User under these Terms. Any SmartSaver Fees charged or deducted will be reflected in the SmartSaver User's SmartSaver Account.

8.2. Monefit may terminate or limit the use of the SmartSaver Account in the case of any unpaid SmartSaver Fees.

8.3. Monefit may, in its sole and absolute discretion, apply reduced SmartSaver Fees or waive SmartSaver Fees in full or in part for any SmartSaver User, category of SmartSaver Users or transaction type, for such period and under such conditions as Monefit may determine. Any such reduction or waiver shall not constitute a permanent right of the SmartSaver User unless expressly agreed otherwise between the SmartSaver User and Monefit.

9. TERM AND TERMINATION

9.1. The SmartSaver Terms have been concluded for an indefinite period.

9.2. The SmartSaver User may cancel the SmartSaver Terms by giving Monefit notice of withdrawing its acceptance with these Terms by sending an email to info@monefit.com.

9.3. The SmartSaver User has the right to withdraw from the SmartSaver Terms within 14 days as of the entry into the agreement, including by means of the withdrawal function made available via the SmartSaver Platform.

9.4. Monefit may at any time restrict access to the SmartSaver Account and the services related thereto at its discretion. Monefit may also cancel the SmartSaver Terms partially or in full by giving the SmartSaver User notice of at least 7 calendar days in advance via the SmartSaver Platform, in case, among other:

9.4.1. the SmartSaver User is in breach of these Terms;

9.4.2. Monefit discontinues its services related to the SmartSaver Accounts.

9.5. Monefit may cancel the SmartSaver Terms partially or in full, without prior notice, in case Monefit considers that the SmartSaver User, the SmartSaver Account, any related funds or activity are associated with a fraud, misuse or other material risk, as determined in accordance with Monefit's internal risk policies, subject to Monefit's sole discretion.

9.6. In case SmartSaver User or Monefit cancels or withdraws from the SmartSaver Terms, the SmartSaver User is automatically considered to have instructed the sale of all its SmartSaver Claims and requested the payment of SmartSaver Resale Price.

10. AMENDMENT OF THE SMARTSAVER TERMS

10.1. Monefit may, in its sole and absolute discretion, update or amend these Terms (including the Price List) from time to time to comply with the law, to develop its services, including for the sake of their better and safer use, or to meet its changing business requirements. Monefit may not always be able to give the SmartSaver Users advanced notice of such updates or amendments but Monefit will always post them at https://monefit.com/en/legal/.

10.2. Where such update or amendment entails adverse consequences for the SmartSaver User (including, without limitation, the introduction of new SmartSaver Fees or the increase of existing SmartSaver Fees by amending the Price List), Monefit shall notify the SmartSaver User thereof at least fifteen (15) calendar days before the effective date of the amendment by posting the updated Terms and/or the updated Price List and their effective date on the SmartSaver Platform or by email, unless a longer notice period is required by applicable law.

10.3. If the SmartSaver User does not agree with the amendment, the SmartSaver User has the right, during the notice period referred to in Clause 10.2, to cancel the SmartSaver Terms in accordance with Clause 9.2. If the SmartSaver User cancels the SmartSaver Terms before the effective date of the amendment, the SmartSaver User must cease using the SmartSaver Account, and the then-current version of the Terms shall continue to apply to the SmartSaver User until the related sale of the SmartSaver User's SmartSaver Claims and payment of the SmartSaver Resale Price have been completed.

10.4. By not using the right to cancel the SmartSaver Terms per Clause 10.3, continuing to access the SmartSaver Platform or to use the SmartSaver Account after the effective date of any amendments to these Terms (including the Price List), the SmartSaver User is deemed to have agreed to be bound by the amended Terms.

10.5. Amendments which (i) are required by applicable law or a decision of a public authority, or (ii) are made to develop the services, including for the sake of their better and safer use, (iii) are made to meet Monefit's changing business requirements without adversely affecting the SmartSaver User, or (iv) are favourable to the SmartSaver User, may be applied without the notice period stipulated in Clause 10.2, to the extent permitted by applicable law. In such cases, Monefit may not always be able to give the SmartSaver Users advanced notice of such updates or amendments but Monefit will always post them on the SmartSaver Platform so the SmartSaver Users can view them when they next log in.

11. CONFIDENTIALITY

11.1. For the purposes of these Terms, "Confidential Information" means any non-public information of Monefit disclosed to or otherwise obtained by the SmartSaver User in connection with these Terms, in whatever form, including without limitation information relating to the SmartSaver Claims, Monefit's business, financial, operational and technical information, and any other information that should reasonably be regarded as Monefit's confidential information or trade secret.

11.2. Confidential Information shall not include information that: (a) is or becomes publicly available other than through a breach of these Terms by the SmartSaver User; (b) was lawfully known to the SmartSaver User prior to disclosure by Monefit; (c) is lawfully received by the SmartSaver User from a third party without restriction on disclosure; or (d) is independently developed by the SmartSaver User without use of or reference to the Confidential Information.

11.3. All Confidential Information shall remain the exclusive property of Monefit. The SmartSaver User shall: (a) use Confidential Information solely for the purposes of exercising its rights and performing its obligations under these Terms; (b) not disclose Confidential Information to any third party without Monefit's prior written consent; and (c) protect Confidential Information using no less than a reasonable standard of care. The SmartSaver User may disclose Confidential Information where required by applicable law or an order of a court or competent authority, provided that, to the extent permitted by law, the SmartSaver User gives Monefit reasonable prior notice of such disclosure.

11.4. The confidentiality obligations under this Section shall survive termination of these Terms for a period of five (5) years from the date of termination; provided that obligations relating to information qualifying as a trade secret under applicable law shall continue for so long as such information remains a trade secret.

12. NOTIFICATION

12.1. Without prejudice to the SmartSaver User's obligations under Clause 2.2, the SmartSaver User shall notify Monefit without undue delay, but in any event within five (5) calendar days, of any changes in the data submitted to Monefit, including without limitation any changes in name, address, contact details, and other (personal) data. Monefit shall not be liable for any loss, delay or other adverse consequence arising from the SmartSaver User's failure to provide timely notification under this Clause.

12.2. Notifications from the SmartSaver User to Monefit shall be submitted in writing, by email to the address published on the SmartSaver Platform, or by means of the technical solution available on the SmartSaver Platform. Monefit may send notices and communications to the SmartSaver User by email to the email address associated with the SmartSaver User's SmartSaver Account, by notification on the SmartSaver Platform, or via the SmartSaver Account. Any notice from Monefit shall be deemed received on the Business Day following dispatch by email or posting on the SmartSaver Platform, as applicable.

13. ACCESS TO AND USE OF THE SMARTSAVER PLATFORM

13.1. Monefit does not guarantee that the SmartSaver Platform (or any content thereon) will always be available or be uninterrupted. Access to the SmartSaver Platform is permitted on a temporary basis and we may suspend access to the SmartSaver Platform (or any part thereto) without notice where we are required to do so by any applicable law or where the SmartSaver Platform is unavailable through no fault of our own. In other circumstances we will endeavour to give you at least 14 days' prior notice by posting such notice on the SmartSaver Platform.

13.2. Monefit will not be liable to you if, for any reason (other than the fraud of Monefit) the SmartSaver Platform is unavailable at any time or for any period.

13.3. You are responsible for making all arrangements necessary for you to have access to the SmartSaver Platform.

13.4. Where the SmartSaver Platform is being accessed from any website or application other than the SmartSaver Platform, you agree to comply with both these Terms and any terms of use relating to such third party website or application. Where there is a difference between these Terms and those of any other website or application operating the SmartSaver Platform, these Terms shall prevail.

13.5. You will not access or use the SmartSaver Platform except for its intended purpose and will not attempt to:

13.5.1. gain unauthorised access to, make unauthorised alterations to, or introduce any kind of malicious code to the SmartSaver Platform by any means;

13.5.2. reverse engineer or decompile (whether in whole or part) the SmartSaver Platform or any software available through the SmartSaver Platform;

13.5.3. make copies, modify, reproduce, transmit, alter or distribute all or any part of the SmartSaver Platform or any material or information contained thereon without the prior written consent of Monefit;

13.5.4. use the SmartSaver Platform for any purpose that is unlawful under any applicable law;

13.5.5. use the SmartSaver Platform in connection with any criminal or unlawful activity, including money laundering and, terrorism financing, sanctions evasion, fraud or other financial crime;

13.5.6. use the SmartSaver Platform to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information; or

13.5.7. use the SmartSaver Platform in any manner that disrupts its operation.

13.5.8. We reserve the right to terminate or limit your use of the SmartSaver Platform for any of such activities.

13.6. The SmartSaver Platform may contain hyperlinks or references to third party websites or applications. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites or applications and accept no legal responsibility for any content, material or information contained thereon. The display of any hyperlink and reference to any third party website or application does not mean that we endorse that third party's website, application, products or services. Your use of a third party site or application shall be governed by the terms and conditions of that third party site or application.

13.7. Monefit does not guarantee that the SmartSaver Platform will be secure or free from bugs or viruses.

13.8. You are responsible for configuring your information technology, computer programmes and mobile devices in order to access the SmartSaver Platform. You should use your own virus protection software.

14. COMPLAINTS PROCESS

14.1. If the SmartSaver User wishes to make a complaint regarding the SmartSaver Platform, the SmartSaver Account or any other services provided by Monefit under these Terms, the SmartSaver User shall submit the complaint by email to info@monefit.com, including a description of the complaint, the SmartSaver Account number and the email address associated with the SmartSaver Account.

14.2. Monefit shall acknowledge receipt of the complaint within one (1) Business Day. Monefit shall investigate the complaint and provide the SmartSaver User with a substantive response within fourteen (14) calendar days from the date of receipt of the complaint. If the matter requires further investigation, Monefit shall inform the SmartSaver User of the delay and provide a final response within thirty-five (35) calendar days from the date of receipt of the complaint. If the SmartSaver User is not satisfied with Monefit's response, the SmartSaver User may refer the complaint to the Consumer Disputes Committee of the Estonian Consumer Protection and Technical Regulatory Authority (Tarbijakaitse ja Tehnilise Järelevalve Amet). Information on competent Alternative Dispute Resolution bodies in the European Union is available through the European Commission's Consumer Redress Portal. The foregoing shall not affect the SmartSaver User's right to bring proceedings before a court of competent jurisdiction.

15. INTELLECTUAL PROPERTY

15.1. Monefit owns or licences all intellectual property rights in the SmartSaver Platform, including all text, graphics, logos, images, software and source code. All rights are reserved. Monefit grants the SmartSaver User a limited, personal, non-transferable right to access and use the SmartSaver Platform for the purposes set out in these Terms. This right may be revoked at any time in accordance with these Terms. The SmartSaver User may not copy, modify, distribute or commercially exploit any content on the SmartSaver Platform unless expressly permitted by these Terms.

15.2. "Monefit SmartSaver" and all related names, logos and trademarks are registered trademarks or trademarks of Monefit. The SmartSaver User shall not use any of Monefit's trademarks, trade names or logos without Monefit's prior written consent. Monefit reserves all rights and remedies available under applicable law in respect of any unauthorised use.

15.3. The SmartSaver Website is the uniform resource locator ("URL") of Monefit. The SmartSaver App is distributed exclusively through application stores or channels authorised by Monefit. The SmartSaver User shall not use the URL (or any other URL owned by Monefit) on another website or digital platform, nor distribute, re-publish or make available the SmartSaver App or any copy or derivative thereof through any channel not authorised by Monefit, without Monefit's prior written consent in each case.

15.4. Accessing and using the SmartSaver Platform does not transfer or convey any right, title or interest in the SmartSaver Platform or its content to the SmartSaver User. The SmartSaver User shall not monitor, scrape, index, copy, reproduce or otherwise use the content on the SmartSaver Platform except as expressly permitted by these Terms or applicable law. Any restrictions on the use of the SmartSaver Platform set out in this Section are without prejudice to the prohibited activities set out in Section 13.5.

15.5. Any data or content licensed to Monefit from third parties is made available for use on the SmartSaver Platform only and may not be reproduced, distributed or used for any commercial purpose without the prior written consent of the relevant third party.

16. PERSONAL DATA

16.1. Information about how Monefit collects, uses, stores and protects personal data is set out in the Privacy Policy and Cookie Policy, each as published on the SmartSaver Platform and updated from time to time.

17. LIMITATIONS AND EXCLUSIONS OF LIABILITY

17.1. Nothing in these Terms excludes or limits either our, or your, liability for fraud (including fraudulent misrepresentation or concealment), wilful default, or any other liability which cannot be lawfully excluded or limited (including any liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors).

17.2. Our liability arising out of a breach of these Terms shall be limited to any loss or damage that is a reasonably foreseeable consequence of such a breach and which arises directly from our actions and shall be limited to the SmartSaver Resale Price. We shall not be liable for any of the following:

17.2.1. loss of some or all of any SmartSaver (Resale) Price (whether direct, indirect or consequential);

17.2.2. loss of profit (whether direct, indirect or consequential);

17.2.3. loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);

17.2.4. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);

17.2.5. loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);

17.2.6. loss of bargain (whether direct, indirect or consequential);

17.2.7. liability of the Lender to third parties, including any tax authority (whether direct, indirect or consequential);

17.2.8. wasted management, operational or other time (whether direct, indirect or consequential);

17.2.9. any other losses being indirect, consequential or special.

17.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with your:

17.3.1. use of (or inability to use) the SmartSaver Platform; and / or

17.3.2. use of or reliance on any content displayed on the SmartSaver Platform.

17.4. We shall not be responsible under these Terms for any failure to perform our duties, and shall not be liable hereunder for any claim in association with such failure to perform, for or in consequence of a Force Majeure Event.

17.5. We will have no liability for not displaying on the SmartSaver Platform, for withdrawing or for not matching with any SmartSaver Claim, any Tender Offer from you.

17.6. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of the SmartSaver Platform or to your downloading of any content.

17.7. None of Monefit, its officers, employees, agents or Group Companies (excluding the Lender), makes any warranty or representations (whether express or implied) with respect to the accuracy, completeness or quality of information provided by the Lender or omitted therefrom and which are to the fullest extent permitted by law, excluded and disclaimed; furthermore, such parties accept no liability in respect of any losses suffered by any SmartSaver User or any third party arising out of its reliance on such information for the purposes of these terms.

18. FINAL PROVISIONS

18.1. Monefit is entitled to rely upon any act done or any letter or document signed or any communication sent electronically or through the SmartSaver Platform by any person purporting to act or sign or send on behalf of a SmartSaver User despite any defect in or absence of any authority of such person.

18.2. Monefit and each SmartSaver User shall be solely responsible for declaring and paying any taxes applicable to it.

18.3. Nothing contained in the SmartSaver Terms shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between Monefit and the SmartSaver User. Neither Monefit nor the SmartSaver User shall represent itself, and each must ensure that its personnel do not represent themselves, as agents of the other.

18.4. The SmartSaver Terms cannot be construed to create any type of a security. The SmartSaver Terms, any part or any rights arising hereof cannot be assigned to a third party without prior written agreement between Monefit and the SmartSaver User. However, Monefit may assign a part or all of the SmartSaver Terms (including rights and/or obligations hereof) to any Group Company. The SmartSaver User hereby gives its irrevocable consent for such transfer. In such case Monefit will remain severally liable for obligations that have been created and are callable at the moment of assignment.

18.5. By confirming the SmartSaver Terms, Monefit and each SmartSaver User (and their representatives) confirm that they have in full read the SmartSaver Terms, received detailed information concerning the rights and obligations arising from the SmartSaver Terms, and that they fully understand and agree with the terms and conditions of the SmartSaver Terms.

18.6. The rights of Monefit under these SmartSaver Terms will not be affected in any way by any grant by Monefit of any time or indulgence any SmartSaver User or any other person nor by any delay or failure in the exercise by Monefit of any option under these Terms or otherwise.

18.7. Termination of a SmartSaver Account shall not affect the coming into force or the continuance in force of any provision of these Terms which is expressly intended to come into force or continue in force on or after such termination.

18.8. Each SmartSaver User agrees that Monefit may perform its obligations under these SmartSaver Terms by engaging appropriately qualified subcontractors and agents and performance of any obligation by any such person will constitute performance by Monefit provided that such delegation or performance shall not diminish Monefit's obligations under these SmartSaver Terms.

18.9. Monefit may assign or transfer any of its rights and duties under these Terms provided that it will notify all SmartSaver Users of the identity of the proposed assignee or transferee twenty (20) Business Days prior to any such assignment or transfer.

18.10. No delay in performing an obligation or in exercising any right under the SmartSaver Terms shall mean exemption of such obligation or waiver of such right, nor will separate or partial performance of any obligation or exercise of any right to exclude further performance of such obligation or further exercise of such right.

18.11. If any provision of these SmartSaver Terms is held to be invalid or unenforceable no other provision will be affected and all such other provisions will remain in full force and effect.

18.12. Unless stated otherwise in the applicable local legislation, these SmartSaver Terms (and any claim hereunder whether contractual or non-contractual) shall be governed by the laws of Estonia and every SmartSaver User submits to the jurisdiction of the Estonian courts in relation to any dispute under these Terms (whether contractual or non-contractual) without prejudice to the right of Monefit to bring proceedings in the courts of any country in which any SmartSaver User is resident.

18.13. These Terms have been drawn up in English and published on the SmartSaver Platform. In case of discrepancies with any translated versions of these Terms made available on the SmartSaver Platform the English-language version shall prevail.