

# Terms of Use

## Publisher Program General Operating Terms of Use

These Publisher Program Terms of Use (the "Agreement") apply to and govern the Service and serve as the agreement between Tech Consultancy Management Partners with business identification number 14580113 and registered office at Jarvevana tee 9-40, Kesklinna linnaosa, Tallinn, Harju maakond, 11314, Estonia ("TCMP", "We", "Us" or "Our"); and You ("Publisher", "You" or "Your"). The above named shall individually be referred to as a "Party" and collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

### 1. Definitions

"Ad" shall mean any creative production including, but not limited to, text link, banner, voucher code, video, rich media and data feed, or any combination thereof.

"Affiliate" shall mean any person or legal entity that is connected to the Service and supplies traffic to the Offers available as part of the Service.

"TCMP Client" shall mean any third-party, including, but not limited to, persons and legal entities, on whose behalf We manage the Offers.

"Offer" shall mean the program set up by the Parties to which the Affiliates can promote and direct the Users who purchase the Products. In return for promoting the Offers the Affiliates are entitled to payouts in accordance with the terms of the Agreement and Offer.

"Product" shall mean any product or service that is advertised in an Offer.

"Service" shall mean the work done by the Publisher, its Affiliates, the Offers created, and ultimately all recognised undertakings whose objective is to bring Users to Us, and for which We will pay Publisher.

"Site" shall mean the website linked to in the Ad promoting the Product.

"User" shall mean any user of the internet.

"Website" shall mean the Our website.

### 2. Use of the Service

Our obligations under the Agreement are expressly conditioned upon Our receipt and approval, at Our sole discretion, of Your application to become a Publisher (the "Application") which, receipt by Us of such Application constitutes Your consent to the terms

of the Agreement, Your acceptance of Our use of cookies and your data and Your acceptance to abide by the FinProms Statutes, included in Appendix 1 of this document.

### 3. Scope of the Agreement

You desire to carry out the Service to advertise Products to Users through Offers in accordance with the Agreement.

### 4. Changes to the Agreement

If We inform You about changes to the Agreement, You will be deemed to agree to the changes if You continue to use the Service. If We make changes to the Agreement that You do not agree with, You must advise Us of this in writing within 7 days. You will then be entitled to carry out the Service for a period of 21 days after the date that You advise Us of this, after which you lose permission to carry out the Service and cannot carry it out any longer unless in Our sole discretion We decide otherwise.

### 5. License

5.1 Subject to the terms of the Agreement You, in consideration for the applicable fees, hereby grant Us a limited, non-transferable, non-exclusive and revocable license to use the Service and any related information provided to You by Us (the "License").

5.3 Your data may be included in anonymous data sets to analyze trends, calculate price and performance indexes and provide industry and performance insights.

5.5 You agree that You will not, in connection with Your carrying out of the Service, violate any applicable law, ordinance, rule, regulation or treaty.

### 6. Account

6.1 In order to submit the Application to the Service You must be a corporate entity or an individual of at least eighteen (18) years of age.

6.2 We will review the Application and promptly notify You of its acceptance or rejection. If any of the information supplied as part of the Application changes, you must immediately inform us in writing at [publishers@myloanmarketplace.com](mailto:publishers@myloanmarketplace.com). If You submit the Application on behalf of Your employer or another entity, You represent and warrant that You have full legal authority to bind Your employer or such other entity to the Agreement. If You do not have such authority, then You may not submit the Application or engage in the Service on behalf of Your employer or another entity and You must discontinue the Service and Application immediately.

6.3 You accept the terms of the Agreement by completing the Application and clicking "Sign up" or by e-signing and/or signing the Agreement directly and/or as part of another document. We may reject the Application at Our sole discretion without giving any reason for Our decision.

6.4 The Agreement will commence and shall become binding on the Parties on the date on which it has been executed by both Parties (the "Effective Date").

## 7. Fees

7.1 Upon registration You select one of the following pricing plans: Standard or Custom (the "Plan").

7.2 Changes to the selected Plan can be discussed and agreed to in writing. Any agreed Plan changes become effective on the first day of the following month.

7.3 In consideration for the provision of the Service, You shall charge Us a percentage of the net currency volume of the Product sold ("Criterion 1") plus a flat fee per converted lead ("Criterion 2") plus a fee for impressions or contacts made to Users ("Criterion 3"). Criterion 1, Criterion 2, Criterion 3 (collectively, the "Criteria") are charged as commission ("Commission") for every approved transaction recorded on Our systems.

7.4 We shall pay You an amount to be set off against the Criteria ("Minimum Commitment"). If the total Criteria commission in the applicable month is less than the Minimum Commitment payable in respect of that month, the difference shall be payable to You. If the total Criteria commission in the applicable month is more than the Minimum Commitment payable in respect of that month, only the Commission will be payable.

## 9. Offers

9.1 You shall deliver the Ads on Our behalf to the Users in accordance with the established Offers and the FinProms Statutes.

9.2 You agree that You are responsible for any Offer that is published, transmitted and/or posted as part of the Service. In connection with the Offers that You publish, transmit and/or post by and through the Service, You agree not to: (a) post, offer for download, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (b) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party, including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spam-ware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the internet; (c) post Offers that could be considered unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable; (d) post Offers that do not fully comply with all applicable local, state and federal laws, rules and regulations and (e) post Offers that are judged at Our sole discretion to not fully comply with the FinProms Statutes, included in Appendix 1 in this document.

9.3 Engaging in any of the prohibited actions as described in the preceding paragraph shall be deemed a breach of the Agreement and may result in the immediate Termination of the Agreement without notice, at Our sole discretion. We reserve the right to pursue any and all legal remedies against Publishers or Affiliates that engage in the aforementioned prohibited conduct. Additionally, we reserve the right to request You or any of your Affiliates to take

down from any public space any and all Offers or media judged at Our sole discretion to be a prohibited action as described in the preceding paragraph.

9.4 You acknowledge that We have the right to pre-screen any Offers that You produce. At Our sole discretion, any Offer may be included in the Service in whole or in part and We may request Offer modifications at any time. Without limiting the foregoing, We may pause or terminate any Offer at any time for cause.

9.5 You acknowledge that the Offers are Your sole responsibility. We have no responsibility to monitor or otherwise police: (a) Your Offers posted on media or channel; (b) the Sites the Ads redirect to; (c) any Affiliates promoting Your Offers; and/or (d) any of the Products offered on the Sites. You agree that under no circumstances, will We be liable in any way for the Offers including, but not limited to, any errors or omissions in any Offers or any loss or damage of any kind accrued as a result of the use or distribution of any Offers transmitted or otherwise made available as part of the Service.

9.6 Individuals or entities who purchase Products advertised through Offers as part of the Service or who perform any other transaction on the Sites shall not be deemed to be Your customers, clients or business associates. Similarly, any Affiliate performing the Service with Your permission shall not be deemed to be Our employees, providers or business associates. We have no liability or responsibility to review, endorse, police or enforce any such relationship(s) between You and Your Affiliates. We shall have no obligation to resolve any dispute between You and the Affiliates. You expressly agree to indemnify and hold harmless Us, Our contractors or subcontractors, Our providers other than yourselves, and each of their respective officers, partners, members, managers, employees, agents and attorneys, from and against any and all losses and expenses (including reasonable attorney fees, court costs and/or settlement costs) arising from any relationship between You, Your Affiliates, Your employees and/or Your tax authority or local regulator.

## 10. Invoicing and Payment

10.1 We shall pay You the fees set forth in the Agreement commencing from the Start Date.

10.2 The billing currency is Euros (EUR) unless otherwise agreed upon in writing.

10.3 In the case of SEPA Direct Debit and credit card payment, the invoice is due upon receipt. In case of standard bank transfer, the payment term is thirty (30) days.

10.4 Following any Package change or Termination, We shall pay any prorated amounts previously pending or amounts owed to You up to the date of the Package change or Termination become effective.

10.5 We may change Our Packages upon thirty (30) days prior written notice sent to the email address supplied in the Publisher Registration document. Continued Service activity after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the billing provisions shall not apply to any

charges incurred prior to the applicable amendment or modification. If You do not agree with these changes, You may cancel Your account at any time by Termination of the Agreement.

10.6 Non-payment is considered a material breach of the Agreement. In case of non-payment You have the right to terminate the Agreement with immediate effect.

10.7 Our data and records shall be determinative for purposes of calculating the fees due hereunder.

10.8 We shall be responsible for processing Your payouts based on the recorded and approved transactions subject to the receipt of the corresponding invoice payment.

## 11. Your Rights and Obligations

11.1 You guarantee that You have the requisite legal mandate to act on behalf of Your Affiliates. Upon request, proof of such mandate shall be sent to Us within seven (7) business days.

11.2 You shall be responsible for the Ads and We shall be responsible for the legal aspects of the Products offered on the Sites.

11.3 We are entitled to decline pending commissions under the following circumstances: (a) duplicate sale, lead or install; (b) User uses incomplete or false information to register; (c) User does not match the profile defined in the Offer; (d) Affiliate violates the Offer policies; (e) any fraudulent action that intentionally attempts to create sales, leads, installs or click-throughs using, without limitation, robots, frames, iframes, scripts, or manually “refreshing” of pages, for the sole purpose of creating commissions; (f) other circumstances specified in the Offer.

11.4 You are entitled to request proof for every declined commission and We are obliged to provide You with the proof after We have received Your request. If the proof is not provided or is disputable, We may reverse Our decision to decline commissions in parts or in full at Our sole discretion.

## 12. Our Rights and Obligations

12.1 The Service shall be provided as follows: (i) You shall organise the channels through which Products by means of Offers can be advertised to Users, and (ii) we shall provide the tracking and reporting solution to You and Affiliates.

12.2 During the term of the Agreement, You may (i) host, make available and serve Ads; (ii) make minor stylistic changes to Ads to ensure a consistent user experience; and (iii) integrate and display links to the Sites.

## 13. Intellectual Property Rights

13.1 You shall provide the Ads. Subject to the terms of the Agreement and for the sole purpose of the Agreement, We hereby grant You a non-exclusive, non-transferable, royalty-free and worldwide license (“Publisher License”) during the term of the Agreement to:

(a) incorporate the Ads, trademarks, trade names or other designations of source in the Offers and (b) display on, and distribute through your chosen channels and in related marketing material produced and distributed by You, the Offers and any other information posted as part of the Service or otherwise made available by Your and/or the Affiliates.

13.3 Nothing in the Agreement will be deemed to grant or assign to You any intellectual property rights, ownership rights, license rights, or interests of any kind in Our trademarks, trade secrets, patents, copyrights, products, services, technology or other proprietary content of Ours which at all times remain Our sole and exclusive property.

#### 14. Confidentiality

14.1 "Confidential Information" means information which by its nature is confidential, is designated by the disclosing Party as confidential, which the receiving Party knows or ought to know is confidential and which is disclosed by or on behalf of the disclosing Party to the receiving Party, or otherwise is in the possession of the receiving Party, in connection with the Agreement and whether disclosed before, on or after the Effective Date including information which is disclosed orally, in writing, or by any other means including but not limited to printed, other graphic or documentary form, contained in software, on computer disks or tapes (whether machine or user readable), visually by way of model or demonstration and, in each case, any copy thereof. For the sake of clarity, all Affiliate information is considered to be Confidential Information.

14.2 Notwithstanding 14.1 above, Confidential Information shall not include information which:

a. is disclosed by the receiving Party with the prior written permission of the disclosing Party.

14.3 Each Party shall not use the other Party's Confidential Information, except as necessary for the performance of the Agreement, and will not disclose such Confidential Information to any third Party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of the Agreement. The foregoing obligations will not restrict either Party from disclosing the other Party's Confidential Information, if pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable written notice to the other Party to enable it to contest such order or requirement.

#### 15. Limitation of Liability

15.1 Nothing in the Agreement excludes or limits either Party's liability for (i) fraud or fraudulent misrepresentation; (ii) voluntary or gross negligent acts or omissions; (iii) loss of life or personal injury; or (iv) anything which cannot be excluded or limited by law.

15.2 Neither party shall have any liability (whether in contract, tort or otherwise) under or in connection with the Agreement for any special or indirect damages, including, without limitation, consequential damages, loss of profits, loss of savings and damages resulting from interruption of business regardless whether foreseeable, known or otherwise.

15.3 Each Party's aggregate liability (whether in contract, tort or otherwise) under or in connection with the Agreement shall not exceed the net amount payable by You to Us in any rolling 6-month period ending the date on which such liability arises.

## 16. Indemnification

16.1 The indemnifying Party, at its own expense, shall defend, indemnify and hold harmless the indemnified Party against any losses, damages, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees, and pay any settlement amounts or awarded damages arising out of any third party claim, suit or action to the extent that such claim, suit or action is based upon an allegation that: (a) the indemnifying Party's performance of any of its obligations contemplated under the Agreement infringes on any rights of any third party (including, without limitation, any intellectual property rights, privacy rights or publicity rights); or (b) the indemnifying Party have breached any of its obligations, representations or warranties hereunder. The foregoing obligations are conditioned on the indemnified Party promptly notifying the indemnifying Party in writing of such claim.

16.2 The indemnified Party will promptly notify the indemnifying Party of all claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying Party's obligations except to the extent such Party is prejudiced by such failure or delay) and will: (a) provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense in connection with the defense or settlement of all claims, and (b) be entitled to participate at its own expense in the defense of all claims. The indemnified Party agrees that the indemnifying Party will have sole and exclusive control over the defense and settlement of all claims provided. The indemnifying Party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on the indemnified Party, without the indemnified Party's prior written consent.

## 17. Term and Termination

17.1 The Agreement shall be effective from the Effective Date and remain valid unless it is terminated in accordance with the terms of the Agreement.

17.2 We provide You with the License on a month-to-month basis, and as such each of the Parties, may, at their sole discretion, terminate the Agreement at any time with a one month notice period to the end of the month (the "Termination"). The terminating Party must provide the written notice of Termination by email.

17.3 Either Party may terminate the Agreement with immediate effect by written notice to the other Party if: (i) the other Party commits a material breach of the Agreement and fails to remedy the breach (if remediable) within fourteen (14) days of receiving written notice to that effect specifying the breach and requiring it to be remedied; (ii) the other Party ceases to conduct its business operations; or (iii) the other Party enters into a composition with its creditors or goes into liquidation, or is dissolved, or adjudged insolvent or is otherwise rendered incapable of performing its obligations under the Agreement without the consent of a third party.

17.4 We may suspend the License (the "Suspension") at any time, with or without advance notice, where: (a) You are in material breach of the Agreement; (b) any Offers are unsuitable for the Service for any reason including, without limitation, that the Offers contain, or link to, content that is of adult or explicit nature, offensive, indecent, harmful, threatening, defamatory, obscene, harassing or otherwise unlawful; (c) You, at any time, are conducting commercial activities that do not fully comply with all applicable local, state, federal and foreign laws, rules and regulations; (d) any of Your invoices is overdue; or (e) post Offers that are judged at Our sole discretion to not fully comply with the FinProms Statutes, included in Appendix 1 of this document.

17.5 Upon Termination or Suspension of the Agreement, the following terms apply: (i) We shall block all Your user accesses, terminate all Your Offers and cancel all Your other related services; (ii) You must remove all Our links, logos, references and other information, including, but not limited to, container tags, folders, conversion pixels and referring links (the "Links") and confirm to Us in writing that all Links are removed; (iii) the License and any and all other licenses and rights granted to You in connection with the Agreement shall immediately terminate; and (iv) all confidential and proprietary information of Us that is in Your possession or control must be immediately returned or destroyed. If requested, You shall certify in writing that all such confidential and proprietary information has been returned or destroyed.

17.6 If We terminate the License for breach of the Agreement, You may not be eligible to enter into a new agreement with Us, and any attempt to do so shall be null and void. Obligations that, by their nature, would survive any Termination of the Agreement including, without limitation, Sections 10, 13, 14, 15, and 16 shall survive any Termination of the Agreement.

#### 18. Representations and Warranties

Each Party represents and warrants that: (a) it will make no false or misleading representations, warranties or guarantees with respect to the other Party and all material aspects of the other Party's business including, but not limited to, its products and services; (b) it has the authority and capacity to enter into the Agreement and it is not subject to any restrictive covenant or other legal obligation; (c) it shall perform its obligations under the Agreement in a timely, competent and professional manner and with all reasonable care and skill; and (d) it will comply with all applicable laws and regulations and will maintain any permits, licenses and approvals required to perform its obligations hereunder.

#### 19. Independent Parties

The relationship between the Parties is that of independent contracting parties. Nothing in the Agreement shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the Parties.

#### 20. Governing Law

The Agreement, and Your relationship with Us under the Agreement, will be governed by and construed in accordance with the laws of Estonia, without regard to its law provisions. Any claim, dispute or matter arising under or in connection with the Agreement shall be



resolved mutually through negotiation to the extent possible. In the event the Parties fail to resolve any dispute arising hereunder through mutual negotiation, each Party shall irrevocably submit to the exclusive jurisdiction of the courts of Estonia.

## 21. Entire Agreement

22.1 The Agreement together with the Publisher Registration and Our Privacy Policy constitute the entire and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements, negotiations and discussions (both written and oral) between the Parties relating thereto.

22.2 The Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

## 23. Electronic Signatures

23.1 By clicking on the “Sign up” button, or such similar links or signatures as may be designated by TCMP as a means of accepting the Agreement, You acknowledge and agree that You are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that Your electronic submissions constitute Your intent and consent to be bound by the Agreement.

23.2 You consent to receiving electronic communications and agree that all agreements, notices, disclosures and other communications that We provide to You electronically, such as via email, satisfy any legal requirement that such communications be in writing.

## 24. Electronic Communication

Pursuant to any applicable statutes, regulations, rules, ordinances covering Electronic Communications directives or other similar statutes, You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of invoices, credit notes, notices, policies, records of transactions and other communications initiated or completed during the Service. Further, You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require a handwritten signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

## 25. Agreement Hierarchy

In case of conflict or inconsistency between the Agreement and anything in or associated with the Affiliate Program Terms and Conditions, Our Privacy Policy, Website, or any other applicable TCMP operating rules, policies, price packages and other supplemental terms and conditions or documents, the Agreement shall take precedence.

## 26. Force Majeure

Neither party shall be liable, or be considered to be in breach of the Agreement, on account of either Party's failure or delay in the performance of its obligations as required under the terms of the Agreement for any cause beyond the reasonable control of such Party, including but not limited to electrical outages, failure of internet service providers, default due

to internet disruption caused by denial of service attacks, riots, insurrection, war (or similar), fires, flood, earthquakes and explosions.

#### 27. Assignment

We may assign or otherwise transfer the Agreement or any rights and obligations hereunder, in whole or in part, to any person or entity without Your consent. The rights granted to You under the Agreement may not be assigned without Our prior written consent which should not be unreasonably withheld, and any attempted unauthorized assignment by You shall be null and void.

#### 28. Severability

The unenforceability of any single provision of the Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the Parties shall use their best endeavors to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

## **Appendix 1: FinProm Statutes**

The below constitute the FinProm statutes. Acceptance of the terms and conditions amounts to acceptance that the below has been read and understood.

1. The Offer, Affiliate, or Publisher cannot suggest that product or provider of the product is related to Banking, Current Accounts, Savings Accounts, Challenger banks, Neo banks. Comparisons to banking competitors can constitute a suggestion of one of the aforementioned.
2. The Offer, Affiliate, or Publisher cannot suggest that any result on any product referred to in Offer is guaranteed and shall not suggest that they are.
3. The Offer, Affiliate, or Publisher statements and text must be based on fact. If the statement cannot be evidenced, it must not be included.
4. The Offer, Affiliate, or Publisher statements and text must be fair, clear and not misleading.
5. Purchase of the product on sale constitutes an acquisition of claim rights for loan receivables. Those are not deposits and this is not P2P lending.