# **Terms and Conditions**

The Platform is operated by Mifundo OÜ, registry code 14587569, address Hobujaama st 4, Tallinn, Estonia 10151, which offers Verified Passportable Financial Identity on the Platform.

The aim is to provide you with information about your use of our Platform and your use of our services as simply and clearly as possible. If you have any questions regarding the General Terms and Conditions of our service, please contact us by writing to the e-mail address info@mifundo.com and we will answer you as soon as possible.

#### **Definitions**

We use the following terms and definitions throughout these general conditions:

- Company Mifundo OÜ, registry code 14587569, address Hobujaama st 4, Tallinn, Estonia 10151.
- Customer A natural person (consumer) using the Platform.
- General Terms and Conditions These conditions established by the Company.
- MLTFPA Estonian Money Laundering and Terrorist Financing Prevention Act.
- Platform The technical infrastructure of the Company enabling the provision of the Verified Passportable Financial Identity.
- Principles of Processing Customer Data The principles established by the Company, according to which the Company processes the Customer's data, and which are part of the General Terms and Conditions and available here.
- Verified Passportable Financial Identity A comprehensive and authenticated digital profile of a Customer's financial information, which may contain credit history, income, and other relevant financial data, created by the Company, and validated through data sources from third parties such as credit bureaus. This identity is designed to be portable across different jurisdictions, allowing the Customers to use their verified financial information in various countries. The information contained within this identity is protected and cannot be manipulated or altered ensuring its integrity and compliance with local regulatory requirements. The Verified Passportable Financial Identity is not legally binding on the Customer, it is a non-long-term relationship, in the course of which a personalized financial profile is created at the request of the Customer, in respect of which the Company is not obliged to constantly update it, but upon the corresponding request received from the Customer. Creating the Verified Passportable Financial Identity does not yet establish a business relationship between the Company and the Customer as outlined in MLTFPA.

### 1. General provisions

- 1.1. The Company provides its services through its Platform. When using the services of a Company on the Platform, these General Terms and Conditions must be followed. The General Terms and Conditions are an integral part of all agreements concluded between the Customer and the Company in connection with the services provided through the Platform or otherwise via the Platform.
- 1.2. The General Terms and Conditions shall enter into force with respect to the Customer upon their approval. Without confirming the General Terms and Conditions, it is not possible to use the services on the Platform.
- 1.3. In addition to the General Terms and Conditions, the legislation of the Republic of Estonia and the principle of good faith are applied.

### 2. General rights and obligations of the Customer

- 2.1. The Customer undertakes to:
- 2.1.1. not to use the Platform for illegal transactions or operations, including fraud, money laundering, terrorist financing, etc;
- 2.1.2. provide the Company only with true, correct and non-misleading information;
- 2.1.3. immediately inform the Company of any changes in their contact details when using the Verified Passportable Financial Identity;
- 2.1.4. keep the authentication means necessary for logging in to the Platform in such a way that they do not fall into the possession of third parties;
- 2.1.5. inform the Company at the point 2.1.4 of the fact that such data or funds come into the possession of a third party without delay, but no later than five (5) days after becoming aware of it.
- 2.2. Any person who logs in to the Platform with the Customer's means of authentication shall be considered a Customer, unless the Company has been informed that the respective data of the Customer has fallen into the possession of a third party.

### 3.3. Verified Passportable Financial Identity

- 3.1. Company enables the Customer to activate their Verified Passportable Financial Identity through the Platform.
- 3.2. The Verified Passportable Financial Identity is a detailed and verified digital profile of a Customer.
- 3.3. The content of Verified Passportable Financial Identity depends on what third parties have requested to be transmitted about the Customer.
- 3.4. The Customer is aware and agrees that all the data collected and otherwise processed during the creation of the Verified Passportable Financial Identity will be shared with and transmitted to the third parties that made the corresponding inquiry for the Company to receive such data regarding the Customer (for example in connection with a application to the creditor) for the purposes of creditworthiness assessment and analysis to make an adequate decision based on this credit data received through the Company, and this will be deemed as part of the Verified Passportable Financial Identity service.
- 3.5. In order to create a Verified Passportable Financial Identity, the Customer must follow the displayed instructions, fill in all the required fields, provide the requested information and give all required consents to queries to the relevant external databases, open banking service providers and for the identification purposes.
- 3.6. If the Customer has any questions about the fields required on the Platform at any stage, they can electronically contact the Customer Support for instructions.
- 3.7. Based on the data entered by the Customer and verified and supplemented by the Company, the Customer's personal Verified Passportable Financial Identity is created.
- 3.8. Credit score created by the credit bureau

Creation of a credit score by the credit bureau may be a part of the Verified Passportable Financial Identity.

3.9. Credit score created by the Company

Creation of a credit score by the Company may be a part of the Verified Passportable Financial Identity. The calculation of the credit score is based on a conversion based on predetermined inputs and outputs and its purpose is to provide the Customer with information about their financial behaviour and the likelihood of correct payment of possible obligations.

3.10. If credit score (whether from a credit bureau or the Company's own) is created as part of Verified Passportable Financial Identity, the Company will standardize it to a unified scale. This

involves defining a common structure and terminology so that data from various sources can be easily compared and analysed. Standardization helps to eliminate discrepancies, improve data quality, and ensure that all stakeholders interpret the data in the same way.

3.11. The Customer can use the credit score at their discretion either to use for additional services from the Company or for other purposes, for example, to find out what different service providers know about their credit behaviour.

## 4. Additional services and Platform usage

- 4.1. The Company may also offer other useful services from time to time through the Platform. If the Customer wishes to use other products provided by the Company, separate terms and conditions will apply. The Company will send a corresponding notification to the Customer upon the launch of new products, which will include the terms of use applicable to the new product and any other important information.
- 4.2. The Company provides its products and services in both EU and non-EU countries; therefore, the details regarding services and their provision may differ based on your location. While the Company strives to offer Customers relevant information through appropriate disclosures, it does not guarantee that any information presented without explicit statements is universally applicable. Please verify that information provided on the Platform is relevant depending on your country and is applicable to You. Access to information intended for another country or region does not imply that it is binding on the parties involved.
- 4.3. The Platform is not intended for use by United Kingdom residents in relation to their UK data. This does not limit the data from other countries. By accessing or using the Platform, the Customer represents and warrants that if she or he is UK resident then the Customer is not requesting any data from UK.

## 5. Processing of personal data

5.1. In connection with the provision of our services, we process data relating to all Customers. The processing of the Customer's personal data is carried out in accordance with our Principles of Processing Customer Data available at any time on our website. The Principles of Processing Customer Data may change over time, in which case the Company shall notify the Customer of the changes.

#### 6. Fees

6.1. The use of the Verified Passportable Financial Identity is free of charge for the Customer.

6.2. Provision of additional services may be subject to fee according to the relevant agreement between the Customer and the Company.

#### 7. Contact details

- 7.1. The valid contact details of the Company can be found on the Company's website.
- 7.2. The Company may consider valid the contact details of the Customer provided by the Customer to the Company upon Verified Passportable Financial Identity is created or other contact details provided by the Customer to the Company after the initial Verified Passportable Financial Identity has been created when updating their data on the Platform.

#### 8. Communication

- 8.1. Communication between the Customer and the Company takes place via the Platform or via identified e-mail, unless the parties have agreed otherwise.
- 8.2. A message sent to the correct contact details of the other party shall be deemed to have been received via the Platform or, in the case of sending by e-mail, on the next working day after sending.

## 9.9. Responsibility

- 9.1. The Company and the Customer shall perform their obligations under the General Terms and Conditions, other agreements and applicable law in a reasonable, bona fide manner, with due diligence and considering customs and practice.
- 9.2. The Parties shall not be liable for non-performance of an obligation if it is caused by force majeure, which the party violating the obligation could not influence and the exclusion of which could not be expected from their based on the principle of reasonableness.
- 9.3. The Customer shall be liable for any damage caused to the Company and/or to the third parties who make their creditworthiness assessment and adequate decision's based on this credit data concerning the Customer received through the Company by the Customer's failure to properly perform the obligations arising from the General Conditions or other agreements concluded between the Customer and the Company, including if the Customer fails to comply with the obligation to notify and/or any of the obligations stipulated above in point 2.1.2 of the General Terms and Conditions.
- 9.4. The Customer shall be liable for damage caused to the Company by the fact that a third party acquired their authentication means that are used to access the Platform, unless the Customer

has duly fulfilled their notification obligation in accordance with the procedure set out in the General Terms and Conditions.

- 9.5. The Company shall not be liable for damage caused by the Company's ignorance of any deficiencies in the legal capacity or decisiveness of a natural person.
- 9.6. The Company shall not be liable for any damage that the Customer may incur due to disruptions or interruptions in the operation of the Platform, if such disruptions or interruptions are caused by circumstances over which the Company has no control.
- 9.7. Nothing in the General Terms and Conditions shall limit liability for wilful breach of obligations.
- 9.8. The Company has the right to restrict or cancel the Customer's right to use the Platform, to the extent permitted by law, to refuse to perform the obligations arising from the General Terms and Conditions and/or any other agreement concluded between the Company and the Customer if the Customer breaches their obligations under the General Terms and Conditions and/or any other agreement concluded with the Company.

## 10. Amendment of terms and conditions

- 10.1. The Company has the right to unilaterally amend the General Terms and Conditions. The Customer shall be notified of such changes via the Platform.
- 10.2. The amended General Terms and Conditions shall enter into force thirty (30) days after the publication of a notice to the Customers about the amendments or earlier if the Customer agrees to the amended General Terms and Conditions via the Platform.
- 10.3. The Company may restrict the Customer's access to the services of the Company or terminate the contractual relationship with the Customer if the Customer does not agree to the amendment of the General Terms and Conditions.

## 11. Applicable law and dispute resolution

- 11.1. The customer relationship is subject to the legislation established in the Republic of Estonia.
- 11.2. The Customer has the right to submit their complaint to the Company using the contact details of the Company published on the Company's website. The complaint shall be resolved within 15 calendar days of receipt of the complaint.
- 11.3. A dispute that the parties are unable to resolve through negotiations within a reasonable time shall be resolved in Harju County Court.