

## General Terms and Conditions

The Platform is operated by Mifundo OÜ, registry code 14587569, address Hobujaama st 4, 10151 Tallinn, Estonia, (hereinafter **Credit Intermediary**), which provides Credit Intermediation Service and Financial Mirror Service on the Platform. Mifundo OÜ is a credit and mortgage credit intermediary, licensed in Estonia to intermediate credit for consumers, and its activities are supervised by the Estonian Financial Supervision and Resolution Authority.

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 or our service itself, please contact us by writing to the e-mail address [info@mifundo.com](mailto:info@mifundo.com) and we will provide You an answer as soon as possible.

## Definitions

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| <b>Financial Mirror Service</b>               | A service, which includes, among other things the creation of a financial profile for the User and the creation of a Credit Score, which the User can freely use and from which no Business Relationship within the meaning of the Estonian MLTFPA arises. The Financial mirror is a profile compiled on the basis of the User's data, which the User has the right to use to receive the Credit Intermediation Service, but which is not legally binding on the User. The User has the right to use only the Financial Mirror Service without the Credit Intermediation Service. The Financial Mirror Service is a non-permanent relationship, in the course of which a personalized financial profile is created at the request of the User, in respect of which the Credit Intermediary is not obliged to constantly update it. |
| <b>User</b>                                   | A natural person (consumer) registered on the Website of the Credit Intermediary who has been accepted as a User by the Platform owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>User Account</b>                           | A personalised User Account containing User data that is managed by the Platform owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>CCIA</b>                                   | Estonian Creditors and Credit Intermediaries Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Principles of Processing Customer Data</b> | The principles established by the Credit Intermediary, according to which the Credit Intermediary processes the User's data and which are a part of the General Terms and Conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Creditor</b>                               | Service providers who provide Credit through the Platform and are licensed to provide the relevant service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Borrower</b>                               | The User to whom the Creditor has issued Credit via the Platform.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Credit Score</b>                           | The part of the User's personalized Financial Mirror, which is compiled by the Credit Intermediary and with the consent of the consumer on the basis of their personal data. The Credit Score shows the financial behaviour of the consumer at the moment of its creation. The creation of a Credit Score does not indicate the Creditworthiness of the Credit Applicant and is not part of the Credit Intermediation Service. The Credit Intermediary uses the initial data of the Credit Score in the Creditworthiness Assessment process.                                                                                                                                                                                                                                                                                       |

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| <b>Credit Applicant</b>              | A User who has submitted a Credit Application to a Credit Intermediary via the Platform.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Credit Application</b>            | An application for Credit submitted by the Credit Applicant via the Platform, which the User has submitted to the Credit Intermediary for the purpose of carrying out a Creditworthiness assessment and receiving an offer from Creditors to conclude a Credit Agreement.                                                                                                                                                                                                                                                                                                                        |
| <b>Credit Product</b>                | Small loan, car loan, repair loan, home loan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Credit Intermediation Service</b> | A service consisting of Credit intermediation provided for in § 4 of the CCIA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Creditworthiness</b>              | An assessment, based on the information obtained by the Credit Intermediary, of whether the Credit Applicant is able to repay the Credit on the terms and conditions requested in the Credit Application. According to § 403 <sup>4</sup> (1) of the LOA, the Creditor assesses the Creditworthiness on the basis of the terms and conditions of the Consumer Credit Agreement, but based on the business model of the Credit Intermediary, the Creditworthiness can be assessed taking into account the parameters preset by the Creditor on the Platform and the Credit Application submitted. |
| <b>Credit</b>                        | Consumer credit, including consumer credit relating to residential immovable property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>PEP</b>                           | A politically exposed person (PEP) is a person who is or has been entrusted with prominent public functions. The exact definition can be found in MLTFPA.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Platform</b>                      | The technical infrastructure of the Credit Intermediary enabling the provision of the Credit Intermediation Service by the Credit Intermediary. The Credit Applicant has access to the Platform through the website <a href="http://www.mifundo.com">www.mifundo.com</a> and its subpages.                                                                                                                                                                                                                                                                                                       |
| <b>MLTFPA</b>                        | Estonian Money Laundering and Terrorist Financing Prevention Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Consumer Credit Agreement</b>     | An agreement to be concluded between the Credit Applicant and the Creditor for the purpose of granting the Credit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Beneficial Owner</b>              | A natural person who, by taking advantage of his influence, exercises control over a transaction, act or other person and for whose interest, benefit or out of whose account the transaction or act is carried out.                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Business Relationship</b>         | The relationship between the Credit Intermediary and the User, the content of which is the provision of the Credit Intermediation Service to the User. Before establishing a Business Relationship, the Credit Intermediary shall apply all due diligence measures prescribed in the MLTFPA to the User. The Business Relationship begins at the moment when the User has expressed the wish on the Platform to be provided the Credit Intermediation Service by the Credit Intermediary.                                                                                                        |
| <b>General Terms and Conditions</b>  | These conditions established by the Credit Intermediary.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>LOA</b>                           | Estonian Law of Obligations Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>UK</b>                            | The United Kingdom of Great Britain and Northern Ireland.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| <b>EEA</b> | The European Economic Area established via the "Agreement on the European Economic Area". |
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## 1. General provisions

- 1.1 The Credit Intermediary provides its services through its Platform, to use the Platform You must register as a User. Without registering as a User on the Platform, the Credit Intermediary's services cannot be accessed.
- 1.2 The use of the services of the Credit Intermediary on the Platform is subject to these General Terms and Conditions. The General Terms and Conditions set out the main requirements for registration on the Platform, the services and the terms and conditions for using the Platform. The General Terms and Conditions shall form an integral part of all agreements entered into between the User and the Credit Intermediary in relation to the Platform or otherwise in connection with the services provided through the Platform.
- 1.3 The General Terms and Conditions shall enter into force with respect to the User upon their approval. Without confirming the General Terms and Conditions, it is not possible to use the services on the Platform.
- 1.4 The Credit Intermediary may amend the General Terms and Conditions from time to time in accordance with the procedure described in section 16 of the General Terms and Conditions.
- 1.5 In addition to the General Terms and Conditions, the legislation of the Republic of Estonia and the principle of good faith are applied. In case of offering cross-border services, legislation applicable to consumers in the relevant jurisdiction shall also apply where required under applicable law.

## 2. User registration

- 2.1. The first step in using the Platform is to register as a User. The Credit Intermediary accepts only natural persons who are citizens or permanent residents of the EEA, UK, at least 18 years of age and have full passive and active legal capacity as a User. The Credit Intermediary does not intermediate Credit for legal entities. The Credit Intermediary may impose other prerequisites for registration as a User by publishing them on the registration form.
- 2.2. Registration as a User is only possible digitally through the Platform. It is not possible to register as a User through any other channel.
- 2.3. Upon registration, the consumer enters their first name and e-mail address, as well as selects a unique password, which enables the User to access the Platform. During the process of creating the User Account, the Credit Intermediary may ask for any other data and documents that help to prove that the person registering as a User meets the criteria mentioned in clause 2.1. above. Additionally, the Credit Intermediary may create the possibility to log in and register using a Facebook (FB) or Google account. By logging in with a FB or Google account, the consumer will be redirected to the relevant environment where they will then be required to log in to either a Google account or Facebook.
- 2.4. One User Account can be associated with one email address. If a User Account is already associated with the same email address, the Credit Intermediary will not allow the creation of a new User Account and in this case a message will be displayed stating "this email is already in use". In addition, a notification will be sent to this email address that an attempt has been made to create an account on the Platform using this email address.
- 2.5. User registration is completed by verifying the User's email address by means of a confirmation link sent to the email address.
- 2.6. After validation of the email address and before access to the services, the User's identity will be verified and the User Account will be personalised. The User Account shall be deemed to be created once the consumer has identified themselves. The Credit Intermediary allows identification on the Platform by means made available through the Platform. If the consumer

is not able to identify themselves using these identification methods, the Credit Intermediary will not create a User Account for them.

- 2.7. If the identification of the consumer is successfully completed, the User will be presented with the "My Profile" view and will be able to start using the services. Without passing the identification process, the User is not entitled to use the services offered on the Platform.
- 2.8. The Credit Intermediary shall have the right to refuse to open a User Account for the User or to refuse to provide services to the User without giving the User any reasons.
- 2.9. The creation of a User Account does not yet create a Business Relationship within the meaning of § 3(4) of the MLTFPA, as the creation of a User Account cannot reasonably be expected to have a certain duration. For example, a User may come to the Platform with the sole intention of viewing their Credit Score on a one-off basis.

### **3. General rights and obligations of the User**

- 3.1. After creating a User Account, the User will have access to the functionality and services of the Platform.
- 3.2. The User undertakes to:
  - 3.2.1. not to use the Platform for illegal transactions or operations, including fraud, money laundering, terrorist financing, etc;
  - 3.2.2. provide the Credit Intermediary only with true, accurate and non-misleading information and not to conceal from the Credit Intermediary any information that may be material to the Credit Intermediary's provision of services;
  - 3.2.3. notify the Credit Intermediary immediately, but no later than within five (5) business days, of any change in the information and/or documents provided to the Credit Intermediary, if such change occurs prior to the conclusion of the Consumer Credit Agreement, i.e. during the Credit Application process;
  - 3.2.4. notify the Credit Intermediary without undue delay of any change in their contact information when using the Credit Intermediation Service;
  - 3.2.5. 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;
  - 3.2.6. notify the Credit Intermediary immediately, but no later than within five (5) days of becoming aware of the fact, of any data or means referred to in clause 3.2.5 falling into the possession of a third party.
- 3.3. If the User fails to comply with the obligation referred to in clause 3.2.3, the Credit Intermediary shall be entitled to assume that the information and documents previously provided by the User in the relevant Credit Application are correct until the User informs about the contrary.
- 3.4. Any person who logs into the Platform using the User's authentication means is considered to be the User, unless the Credit Intermediary has been notified that the User's respective data has fallen into the possession of a third party.

### **4. Financial Mirror Service**

- 4.1. After creating a User Account, the User can use the Financial Mirror Service. In order to do so, the User must follow the instructions displayed, fill in all the required fields, provide the requested information and give consent to queries from external databases.
- 4.2. If at any stage the User has any questions regarding the fields required on the Platform, the User may contact the user support electronically through the Platform for guidance.
- 4.3. Based on the data entered by the User and verified and supplemented by the Credit Intermediary, a personal User profile of the User is created and displayed on the User Account.
- 4.4. The creation of a Credit Score is part of the Financial Mirror Service. In order to create a User's Credit Score, it is necessary for the User to provide the relevant consents and data, including access to a bank account statement.

- 4.5. The credit score will be displayed to the User after entering all the necessary data and after it has been verified by the Credit Intermediary. The credit score does not imply that the User is creditworthy.
- 4.6. The calculation of the Credit Score is based on a conversion made on the basis of the given inputs and outputs and is intended to provide the User with information about their financial behaviour and the likelihood of proper performance of their potential obligations. An explanation of the result of the Credit Score will be displayed to the User after its creation on the Platform.
- 4.7. The Credit Score is part of the User's personalised financial mirror. The User can use the Credit Score, at their discretion, either to apply for the Credit Intermediation Service or for other purposes, such as to find out what different service providers know about their credit behaviour. The creation of a financial mirror does not obligate the Credit Intermediary to intermediate Credit or the User to apply for Credit.

## **5. Credit Intermediation Service**

- 5.1. The Credit Intermediary only intermediates Credit Products that are clearly indicated on the Platform.
- 5.2. The Credit Intermediary does not enter into the Credit Agreement on behalf of the Creditor, does not assume any binding obligations for the Creditor in connection with the foregoing, and does not become a party to the Consumer Credit Agreement in any manner or under any circumstances.
- 5.3. The Credit Intermediary shall intermediate Credit from different Credit Providers. The list of the Credit Providers whose Credit Products are intermediated on the Platform is available on the Platform and may change from time to time.
- 5.4. The Credit Intermediary shall treat Credit Providers providing Credit on the Platform equally. The Credit Intermediary shall not give preference to one Creditor over another and shall not make recommendations to the Credit Applicant to take out a Credit in a manner different from that described in clause 5.6.
- 5.5. The Credit Intermediary shall have the right to request the User at any time to provide all data and to perform all actions that the Credit Intermediary deems necessary for the implementation of the Credit Intermediary's measures to prevent money laundering and terrorist financing.
- 5.6. Credit offers made to the Credit Applicant will be automatically ranked in the Credit Applicant's User Account according to the following criteria:
  - 5.6.1. by ranking credit offers according to the credit annual percentage rate of charge, starting from the credit offer with the lowest annual percentage rate of charge;
  - 5.6.2. ranking credit offers with the same annual percentage rate of charge in the order of their arrival.
- 5.7. The Credit Intermediary may, but is not obliged to, enable the Credit Applicant to sort the credit offers according to any other parameters.
- 5.8. The Consumer Credit Agreement and the related documents and other information to be provided are prepared by the Creditor. It is the User's responsibility to read them thoroughly and to ensure that the terms and conditions of the Consumer Credit Agreement are appropriate to the User's needs and financial situation before entering into the Consumer Credit Agreement. The User always has the right to contact the Creditor in case of questions.

## **6. Use of Credit Intermediation Service**

- 6.1. The User may only submit Credit Applications on the Platform and only for the purpose of applying for Credit in the User's own interest.
- 6.2. When analysing a Credit Application, the Credit Intermediary and the Credit Providers shall apply the principles of responsible lending. In order to assess the Creditworthiness of the Credit Applicant on the basis of the Credit Application, the Credit Intermediary may, after the submission of the Credit Application, request the Credit Applicant to provide additional information and documentation.

- 6.3. The submission of a Credit Application automatically triggers all due diligence measures, including those measures that the Credit Intermediary is obliged to implement prior to the establishment of the Business Relationship, in particular the verification whether the Credit Applicant is subject to financial sanctions or whether the transaction proposed or performed by the Credit Applicant violates financial sanctions. In addition, the confirmation of being a PEP provided by the Credit Applicant is verified.
- 6.4. By using the Credit Intermediation Service, the User confirms that they:
  - 6.4.1. have all the rights to enter into a Consumer Credit Agreement;
  - 6.4.2. the data and documents provided may be transferred to the Credit Provider for the purposes of assessing their Creditworthiness and making a credit offer, and may be used by the Credit Intermediary in accordance with data protection rules;
  - 6.4.3. the User has thoroughly read the General Terms and Conditions and the contractual terms and conditions which form part of these, fully understands their contents and confirms that they are in accordance with the User's intentions; and
  - 6.4.4. the statements made in accordance with the General Terms and Conditions are accurate.
- 6.5. Until the Consumer Credit Agreement is concluded, the User shall submit any additional information and/or questions regarding the Credit Application to the Credit Intermediary via the Platform, unless agreed otherwise.
- 6.6. The Credit Intermediary may limit the number of Credit Applications the User may submit on the Platform or impose other restrictions or conditions on the Credit Applications the User may submit.

## **7. Assessment of the Creditworthiness of the Credit Applicant**

- 7.1. Collection of data from the Credit Applicant at the time of the Credit Application:
  - 7.1.1. The Credit Intermediary collects from or about the Credit Applicant, in particular, but not limited to, data concerning the Credit Applicant's income, liabilities, past payment history and assets.
  - 7.1.2. The data entered by the Credit Applicant will be verified and, if necessary, supplemented and updated by the Credit Intermediary or the Creditor using internal and external data sources.
  - 7.1.3. In case of incomplete data, the Credit Intermediary shall have the right to request the completion of the data and, in case of non-compliance with the request, to refuse to prepare a credit profile for the User.
  - 7.1.4. If the Credit Intermediary has doubts as to the truthfulness or completeness of the information collected from the Credit Applicant, or if the Credit Applicant fails to provide additional information or documents requested by the Credit Intermediary, the Credit Intermediary may refuse to process the Credit Application any further.
- 7.2. Assessment of Creditworthiness:
  - 7.2.1. The Credit Intermediary shall base its assessment of Creditworthiness on the applicable legal requirements for the Credit Intermediary, including the principles of responsible lending. The Credit Intermediary shall base its credit analysis on all information collected from and about the Credit Applicant.
  - 7.2.2. In addition to the initial Creditworthiness assessment carried out by the Credit Intermediary, the Credit Intermediary shall make the data underlying the analysis provided by the Credit Applicant available to the Creditor, who shall independently further assess the Creditworthiness of the Credit Applicant and make a credit decision with respect to the Credit Applicant on the basis of the data and documents provided by the Credit Applicant and available to the Creditor from public databases and other sources.

## **8. Conclusion of Credit Agreements**

- 8.1. The Credit Applicant may, at their discretion, choose between the offers made to them by the Credit Providers. The offers displayed by the Credit Providers are not legally binding.

- 8.2. Offers expire according to the terms and conditions of the specific Creditor. Information on the expiry date of the offer will be displayed on the Platform. If the offer is no longer valid, it will not be displayed to the User on the Platform. This will ensure that all offers displayed on the Platform are up to date, providing Users with a clear overview of the valid options.
- 8.3. The credit offer shall be accompanied by the pre-contractual information relating to the credit offer of the Creditor(s) making the credit offer, required under applicable law, and the terms and conditions of the Consumer Credit Agreement, which shall be made available to the Credit Applicant on the Platform. In some cases, the Creditor may display the aforementioned pre-contractual information after making the decision to provide the User Credit, but in any case before the credit decision is confirmed by the Credit Applicant.
- 8.4. If the Credit Applicant finds a suitable credit offer from among those presented to them on the Platform, they confirm their choice using the relevant features of the Platform. The Credit Intermediary shall ensure that the decision of the Credit Applicant is visible to the Creditor on the Platform.
- 8.5. Once the Credit Applicant has confirmed a suitable credit offer and the Creditor makes a credit decision, the Credit Intermediary will make it available to the Credit Applicant on the Platform without delay.
- 8.6. After the selection of the credit offer and the receipt of a positive credit decision from the Creditor, the pre-contractual information related to the credit decision of the Creditor that has made the credit decision, required by the applicable law, and the terms and conditions of the Consumer Credit Agreement will be displayed on the Platform for review.
- 8.7. After the Credit Applicant and the Creditor offering Credit to them have been brought together on the Platform, and the Credit Applicant has confirmed their wish to enter into a Consumer Credit Agreement after receiving the information referred to in clause 8.4, the Creditor will communicate directly with the Credit Applicant without the intervention of the Credit Intermediary. This also applies in the event that the Credit Applicant and the Creditor wish to communicate via the Platform.
- 8.8. According to the agreement between the Credit Intermediary and the Creditor, the Creditor will, after receiving the confirmation of the offer made by the Creditor, contact the Credit Applicant either on the Platform or further communicate with the Credit Applicant outside the Platform. The conclusion of the Consumer Credit Agreement will take place either using the relevant features of the Platform or outside the Platform, as agreed upon between the Creditor and the Credit Applicant.
- 8.9. The payment of the credit amount and the performance of other obligations under the Consumer Credit Agreement shall be made in accordance with the agreed terms of the Consumer Credit Agreement. The Credit Intermediary does not intermediate the disbursement of the credit amount.
- 8.10. In a situation where the total amount of the Credit to be disbursed under the Consumer Credit Agreement exceeds 15 000 euros in one calendar month, the Creditor is obliged to identify the Credit Applicant by means of a so-called video identification before the conclusion of the Credit Agreement (identification pursuant to § 31(6) of the MLTFPA).
- 8.11. After the conclusion of the Consumer Credit Agreement between the Creditor and the Credit Applicant on the basis of the Credit Application, the data on the credit offers received from the Creditors in response to the respective Credit Application will be removed from the Credit Applicant's User Account.

## **9. Management of Credit Agreements**

- 9.1. The User Account of the Credit Applicant will display both existing Consumer Credit Agreements and expired and pending Consumer Credit Agreements.
- 9.2. The Consumer Credit Agreement, other required information and other required documents will be made available to the User on the Platform immediately after the conclusion of the Consumer Credit Agreement and will remain available to the User on the Platform free of charge for the duration of the Consumer Credit Agreement. Exceptionally, where a Consumer

Credit Agreement is entered into outside the Platform and is not submitted by the Creditor to the Credit Intermediary for display on the Platform, the Consumer Credit Agreements and related information shall not be displayed on the Platform.

- 9.3. The Credit Intermediary cannot guarantee that all the information provided on the Platform about the Consumer Credit Agreement is true and complete at all times, in particular, but not limited to, if the Creditor and the Credit Applicant enter into additional agreements outside the Platform. The Borrower shall base the execution of the Consumer Credit Agreement on the agreements between the Borrower and the Creditor and not on the information provided on the Platform regarding the Consumer Credit Agreement.

## **10. Processing of personal data**

- 10.1. The Credit Intermediary has a legal obligation to collect, verify and retain personal data about all Users. We therefore have access to the User's personal data. The processing of the User's personal data will be carried out in accordance with the Principles of Processing Customer Data published on the Credit Intermediary's website. The Principles for Processing Customer Data may change over time, and the Credit Intermediary will inform the User of such changes.

## **11. Fees**

- 11.1. Use of the Platform Services is free of charge for the User. The Credit Intermediary shall be paid a service fee by the Creditors.

## **12. Contact details**

- 12.1. Valid contact details of the Credit Intermediary can be found on the Platform.
- 12.2. The Credit Intermediary may consider valid the User's contact details provided by the User to the Credit Intermediary upon registration of the User Account or other contact details provided by the User to the Credit Intermediary upon updating their information on the Platform after registration of the User Account.

## **13. Communication**

- 13.1. The User agrees that all communication with the Credit Intermediary shall be conducted in English, regardless of the User's place of residence, preferred language etc. The Credit Intermediary provides its services exclusively in English and does not undertake to communicate in any other language, unless the Credit Intermediary chooses to do so at its sole discretion.
- 13.2. The communication between the User and the Credit Intermediary shall be conducted through the Platform, unless otherwise agreed by the parties.
- 13.3. If the communication between the User and the Credit Intermediary takes place by email, the email will be sent to the email address that the addressee of the email has communicated to the other party through the Platform or by email. If a party fails to inform the other party of a change in its contact details, it shall assume the associated risks.
- 13.4. Any communication sent to the correct contact details of the other party shall be deemed to have been received by the other party via the Platform or, in the case of sending by email, on the next working day from the date of sending.
- 13.5. The terms and conditions of the communication and exchange of information between the Creditors and the Borrower shall be stipulated in an agreement agreed upon between the Creditors and the Borrower.

## **14. Closing a User Account**

- 14.1. The User has the right to close the User Account. In order to do so, the User must send a request to the Credit Intermediary by e-mail to [info@mifundo.com](mailto:info@mifundo.com). The Credit Intermediary can grant the User's request.
- 14.2. The Credit Intermediary has the right to restrict or terminate the User's right to use the Platform by giving one month's notice. The Credit Intermediary shall notify the User of such decision by e-mail to the e-mail address associated with the User Account. Termination of the right to use the Platform shall not terminate the User's associated rights and obligations vis-à-vis the Creditor from whom the User has obtained Credit through the Platform.



- 14.3. The Credit Intermediary has the right to unilaterally close the User Account without observing the notice period referred to in clause 14.2, if the User has not fulfilled their obligations to the Credit Intermediary, if this is necessary for the fulfilment of the Credit Intermediary's legal obligations. The Credit Intermediary shall notify the User of such a decision at the e-mail address associated with the User Account.
- 14.4. The Credit Intermediary has the right to restrict or revoke the User's right to use the Platform, to refuse to accept and transmit credit applications and, 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 Credit Intermediary and the User, if the User breaches its obligations arising from the General Terms and Conditions and/or any other agreement concluded with the Credit Intermediary.

## **15. Responsibility**

- 15.1. The Credit Intermediary and the User shall perform their obligations arising from the General Terms and Conditions, other agreements and applicable law reasonably, in *bona fide*, with due diligence and taking into account customs and practices.
- 15.2. 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.
- 15.3. The User shall be liable for any damage caused to the Credit Intermediary due to the User's failure to duly comply with the obligations arising from the General Terms and Conditions or other agreements concluded between the User and the Credit Intermediary, including if the User fails to comply with the obligation to notify.
- 15.4. The User is liable for any damage caused to the Credit Intermediary by a third party obtaining possession of the authentication means of the User's User Account, unless the User has duly complied with their obligation to inform the Credit Intermediary in accordance with the procedure set out in the General Terms and Conditions.
- 15.5. The Credit Intermediary shall not be liable for damage caused by the Credit Intermediary's unawareness of a natural person's lack of active legal capacity or impaired decision-making ability.
- 15.6. The User concludes the Consumer Credit Agreement directly with the Creditor on the Platform or in the Creditor's e-services environment at their own risk. The Credit Intermediary shall not be liable for the actions of the Creditor or any obligations of the Creditor or the Borrower arising from the law or the Consumer Credit Agreement that may arise in connection with the conclusion or execution of the Consumer Credit Agreement.
- 15.7. The Credit Intermediary shall not be liable for any loss or damage that the User may suffer as a result of disruptions or interruptions in the operation of the Platform, if such disruptions or interruptions are caused by circumstances beyond the control of the Credit Intermediary.
- 15.8. Nothing in the General Terms and Conditions shall limit liability for intentional breach of obligations.

## **16. Amendment of the terms and conditions**

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

## **17. Applicable law and dispute resolution**

- 17.1. The relationship between the Credit Intermediary and the User/Credit Applicant is governed by the laws and regulations of the Republic of Estonia, provided that such laws do not conflict

any applicable laws arising from the User's or Credit Applicant's country of residence or other applicable jurisdictions.

- 17.2. The User has the right to lodge a complaint with the Credit Intermediary using the contact details of the Credit Intermediary published on the Platform or using the Platform itself. The resolution of the complaint shall take place within 15 calendar days of receipt of the complaint.
- 17.3. A dispute that the parties are unable to resolve through negotiations within a reasonable time shall be resolved in Harju District Court.
- 17.4. In addition to the above, the User has the right to contact the Estonian Consumer Protection and Technical Regulation Authority (Endla 10a, 10142 Tallinn, [www.ttja.ee](http://www.ttja.ee)) or the Financial Supervision Authority (Sakala 4, 15030 Tallinn, [www.fi.ee](http://www.fi.ee)) with a complaint with the Credit Intermediary. Complaints about the processing of the User's personal data by the credit intermediary should be addressed to the Estonian Data Protection Inspectorate (Tatari 39, 10134 Tallinn, [www.aki.ee](http://www.aki.ee)).

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