



## GENERAL TERMS AND CONDITIONS

of Eurvest s. r. o. company  
(Hereinafter referred to as "GTC")

### Art. I

#### Introductory provisions

- 1.1. These General Terms and Conditions regulate the method of using the Internet portal [www.kolektivne-pozicky.sk](http://www.kolektivne-pozicky.sk), the method of concluding Framework Agreements on cooperation with Users, the conclusion of Loan Agreements, the method of operating the Internet auction of loans, the conditions and principles of the use of other functionality and services of the Internet Portal by Users, as well as the rights and obligations of Eurvest s. r. o. company, ID number: 53 260 155, with registered office at Dlhá 927/95A, 010 09 Žilina, registered in the Commercial Register of the Žilina District Court, section: Sro, insert: 75573/L (hereinafter referred to as "**Eurvest s. r. o.**") in relation to individual Users.
- 1.2. Legal relations between Eurvest s. r. o., Users and potential Users are governed by these GTC, the Framework Agreement on Cooperation, the Loan Agreement, the Complaints Procedure of Eurvest s. r. o., and relevant provisions of generally binding legal regulations.
- 1.3. The condition for using the services of the Internet portal is the registration and verification of the User and the data entered by him on the Internet portal by filling in the required forms, performing other necessary actions required by the Company with the simultaneous acceptance of the Framework Agreement together with these GTC, as a result of which the Investor status will be obtained.

### Art. II

#### Definitions of terms

- 2.1. **Authentication element** is a tool for verifying the identity of the User when logging into the user environment of the Internet Portal. Authentication elements are e-mail and login password.
- 2.2. **Banking day** is the day when the bank leading Bank account of Eurvest s. r. o. and at the same time, the bank managing the User's Bank Account performs its activity in the form of processing payment operations, while for the purposes of these GTC, regardless of other facts, it is understood exclusively on a working day in the Slovak Republic from 8:00 a.m. until 6:00 p.m. CET and which, at the same time, for any reasons not attributable to the Company, is not the bank managing the Bank account of Eurvest s. r. o., or the bank managing the User's Bank account, declared as non-bank. (Banking days are not e.g., non-working days or public holidays).
- 2.3. **Loan applicant** is a natural person older than 18 years of age with a permanent residence in the territory of the Slovak Republic, fully capable of legal acts, who is interested in concluding a Loan agreement using the Internet portal and who meets all the conditions required by the special general terms and conditions for obtaining the status of Applicant for a loan.
- 2.4. **Borrower** - A loan applicant in delay.
- 2.5. **User's Bank account** is kept in the bank from which the User will provide the Investment and to which the provided funds and interest will be returned.
- 2.6. **Company's Bank account** is a bank account through which, under the conditions agreed in the Loan Agreement and these GTC, the Investor primarily transfers the relevant part of the Investment to the Loan Applicant.
- 2.7. **Password** is a set of characters chosen by the User during the registration process when creating the Investor's Virtual Account. The User is entitled to change the password at any time.

- 2.8. **Identification code** is a unique code assigned by the Companies to the User from the moment of Registration, which serves to identify the Contracting Parties to the Loan Agreement and to identify the User for the range of operations performed by the User on the Internet Portal determined by the Companies.
- 2.9. **Investment identification code** is a unique code assigned to each transaction associated with the Investment.
- 2.10. **The Internet auction of loans** is an Internet portal tool created by the Company, through which the supply and demand of Loans and Investments collide.
- 2.11. **The Internet portal** is an environment for exercising the rights and obligations of the Contracting Parties from the Framework Cooperation Agreement, located on the Internet, through which the Internet Auction of Loans is mainly operated, and other services connected with its use are provided, publicly accessible at the Internet address [www.kolektivne-pozicky.sk](http://www.kolektivne-pozicky.sk). The Internet portal is operated and managed by Eurvest s. r. o. The owner of the Internet portal is Eurvest s. r. o..
- 2.12. **Investment** is an amount of money designated by the Investor for its use in the Internet loan auction for the purpose of concluding the Loan Agreement.
- 2.13. **Investor** is a natural person over the age of 18, fully capable of legal acts, who with the company Eurvest s. r. o. concluded the Framework Agreement on Cooperation as an Investor and which is interested in concluding a Loan Agreement using the Internet Portal.
- 2.14. **Loan** is a temporary and remunerative provision of funds by the Investor to the Loan Applicant in the amount and under the conditions established on the basis of the Loan Agreement.
- 2.15. **The framework cooperation agreement** is an agreement concluded by Eurvest s.r.o. with the Investor and the subject of which is the regulation of the rights and obligations of its contractual parties.
- 2.16. **The Company** is Eurvest s. r. o. company.
- 2.17. **User** is an Investor.
- 2.18. **Verification** is the process of the Company's control activities aimed at verifying the compliance of the documents sent by the User with the data entered during his registration, or to verify the compliance of data entered by the User during his registration or documents sent by the User with the actual status captured in publicly or non-publicly accessible databases and registers.
- 2.19. **Investor's virtual account** is an individual account of the Investor accessible on the Internet Portal, through which the Investor enters the user environment of the Internet Portal and is authorized to perform all user operations of the Investor. The Investor's Virtual Account stores data on concluded contracts, in particular the maturity of Instalments and the amount of paid and owed sums of individual Borrowers.
- 2.20. **Loan agreement** is an agreement concluded according to the fifth chapter of the eighth part of Act No. 40/1964 Coll. The Civil Code, by which, under the conditions stated therein, the Investor as a creditor transfers funds to the Loan Applicant and the Loan Applicant undertakes to return them after the agreed period, pay interest and fulfil other obligations arising from it.
- 2.21. **The agreement on the assignment of receivables** is an agreement by which, under the conditions specified therein, the Investor acts as the assignor of the receivables against the Borrower arising on the basis of the Loan Agreement.

### Art. III

#### Obtaining Investor status

##### 3.1. Registration and creation of a virtual account

- 3.1.1. In order to register and create a Virtual Investor account on the Internet Portal, a person who is interested in obtaining Investor status and concluding a Framework Agreement with the Company is required to enter the name, surname, date of birth, place of permanent residence, correspondence address, e-mail address, password, phone number, or other data required by the Internet Portal and accept the GTC by clicking the appropriate box on the Internet Portal. The person is also obliged to declare that he is not a politically exposed person. By clicking the

relevant box, the person declares that he has carefully and thoroughly familiarized himself with the content of these GTC, understands their content, and that he undertakes to comply with these GTC and consent to the processing of his personal data.

- 3.1.2. On the basis of correct and complete filling in of the required data, sending them and agreeing to be bound by the GTC within the meaning of point 3.1.1 of the GTC and granting consent to the processing of personal data according to the mentioned point 3.1.1 of the GTC, the Internet portal will send a welcome e-mail to the person who is interested in obtaining Investor status, while the Virtual account of the person will be created to complete the registration.
- 3.1.3. In order to complete the registration process, a person who is interested in obtaining Investor status is required to enter the required data, in particular data related to the bank connection, as well as other data to the extent required by the Internet Portal. By filling out the on-line form and sending it, a person's registration request will be submitted on the portal.
- 3.1.4. A person who is interested in obtaining Investor status, or an Investor, is obliged to always enter correct and true data required according to points 3.1.1 and 3.1.3 of the GTC. Providing incorrect or false data is a reason for denying or cancelling the registration of a person who is interested in obtaining Investor status, or denial of creation or cancellation of a Virtual Account.
- 3.1.5. A person who is interested in obtaining Investor status is authorized to create and use only one Virtual Investor account through the Internet Portal. Violation of this obligation is grounds for denial or cancellation of registration, or denying the creation of a new Virtual Account or cancelling all Virtual Accounts.
- 3.1.6. A person who is interested in obtaining Investor status acknowledges, that only on the basis of registration and completion of the registration application, he is not automatically entitled to use the services provided through the Internet Portal. The right to use the services arises for the User only by concluding the Framework Agreement on cooperation with the company Eurvest s. r. o. and by obtaining Investor status according to the conditions further specified in these GTC.
- 3.1.7. A person who is interested in obtaining Investor status and who is interested in entering into a Framework Agreement on Cooperation with Eurvest s. r. o. and thus obtain Investor status, acknowledges that a necessary prerequisite for concluding the Framework Agreement on Cooperation and obtaining Investor status is successful registration on the Internet portal and successful identity verification according to point 3.2 et seq. GTC.

### 3.2. **Identity verification and obtaining Investor status**

- 3.2.1. In case of unsuccessful verification of the identity of a person who is interested in obtaining the status of an Investor and inconsistencies between the data entered by this person during his registration and the data in the submitted documents are found, the Company will terminate the registration process of this person, will not conclude a Framework Cooperation Agreement with him and is entitled to cancel his registration and Virtual account.
- 3.2.2. In case of successful identity verification of the person who is interested in obtaining the status of Investor and finding that the data entered by him during registration and the data in the submitted documents match, the content of the e-mail sent will be information on the fulfilment of the conditions for concluding the Framework Agreement on cooperation with the Company and obtaining Investor status. Successful completion of identity verification and delivery of an e-mail completes the registration process of a person who is interested in obtaining Investor status and the automatic activation of the Investor's Virtual Account. By accepting the wording of the Framework Cooperation Agreement in the Investor's Virtual Account, this agreement is valid and effective, and the person acquires Investor status and is entitled to use the services of the Internet Portal.

### 3.3. **Framework agreement on cooperation concluded between the company Eurvest s. r. o. and Investors**

- 3.3.1. The subject of the Framework Cooperation Agreement, on the basis of which a person acquires Investor status, is the Company's obligation to provide the Investor with Internet Portal services, specifically the following services:

- a) active access to Internet loan auction (i.e., mainly, but not exclusively, searching in Loan queries),
- b) conclusion of the Loan Agreement with the Loan Applicant according to the result of the Internet auction of loans in the name and on the account of the Investor, or conclusion of amendments to the concluded Loan Agreement, especially for the purpose of extending the maturity of the Loan, or conclusion of the Agreement on deductions from wages, in the name and on the account of the Investor, with the Loan Applicant,
- c) ensuring proper provision of the Investor's performance resulting from the Loan Agreement by transferring the Investment deposited by the Investor to the Company's Bank Account on the Loan Applicant's Bank Account of the User,
- d) ensuring proper acceptance of the Borrower's performance arising from the Loan Agreement,
- e) ensuring the management and control of loan repayment by individual loan applicants,
- f) ensuring the recovery of the repayment of Loans from individual Borrowers, including recovery through general or arbitration courts, as well as through execution proceedings,
- g) concluding an agreement on the assignment of the claim to a third party.
- h) provision of other services when using the Internet Portal.

3.3.2. For the purpose of ensuring proper provision of the Investor's performance within the meaning of 3.3.1. letter c), resulting from the Loan Agreement concluded according to point 3.3.1. letter b) the Investor is obliged to deposit his funds intended for the provision of the Loan to the Company's Bank Account, where the Company will then provide these funds to the Applicant for a loan with which, according to the result of the Internet auction of loans operated on the Internet Portal, it will conclude a Loan Agreement in the name and on the account of the Investor.

3.3.3. For the purposes of proper provision of the services that are the subject of the Framework Cooperation Agreement, the Investor will grant the necessary power of attorney to the Company. The Framework Agreement on Cooperation will be the proof of the granted power of attorney. In terms of the power of attorney according to this point, the Company is authorized to represent the Investor in:

- a) conclusion of the Loan Agreement in the name and on the account of the Investor with Loan Applicants according to the result of the Internet auction of loans and conclusion of the Agreement on deductions from wages in the name and on the account of the Investor, including early termination of the Loan Agreement for any permissible contractual or legal reason,
- b) provision of performance from the Investment to individual Loan Applicants, with whom the Company will conclude a Loan Agreement based on the result of the Internet Loan Auction in the name and on the account of the Investor.
- c) acceptance of the performance (i.e., individual instalments) of the Borrower's loan applicant resulting from the concluded Loan Agreement as well as the exercise of the right to declare early repayment of the loan, acceptance of wage deductions from the Borrower's employer in accordance with the Agreement on Wage Deductions,
- d) recovery of the Investor's claims arising from the title of the granted Loan from individual Borrowers, including entrusting the Investor's claims against individual Borrowers to a mandated administration to a third entity chosen by the Company for the purpose of their recovery through general or arbitration courts, as well as subsequent recovery through execution proceedings. For this purpose, the Investor authorizes Eurvest s. r. o. to grant a power of attorney on his behalf to a third person to represent him in the recovery of his claims in court, or arbitration proceedings and subsequently in execution proceedings,

- e) conclusion of an agreement on the assignment of the claim to a third party.
- 3.3.4. After concluding the Framework Cooperation Agreement, the Company will ensure its permanent availability to the Investor through the Investor's Virtual Account.
- 3.3.5. The investor expressly declares and confirms by concluding the Framework Cooperation Agreement that:
- a) before signing the Framework Cooperation Agreement, he was thoroughly acquainted with the contract conditions, GTC, forming part of this agreement, and he agrees with their content,
  - b) he knows the extent of the power of attorney granted to the Company and that he will act in accordance with this power of attorney.
- 3.3.6. The Eurvest s. r. o. company based on the Framework Cooperation Agreement, is entitled to pay an administrative fee for ensuring the provision and processing of the loan to the Loan Applicant in the amount specified in the Schedule of Fees, which forms Appendix No. 1 of these GTC. The fee according to the previous sentence will be paid to the Company by deducting the part (amount) agreed in the Loan Agreement from the Investment at the time of concluding the Loan Agreement according to point 5.1 of these GTC. For other services or actions provided to the Investor on the basis of the Framework Cooperation Agreement, or on the basis of these GTC, the company Eurvest s. r. o. has entitlement to payment of fees in the amount according to the Schedule of Fees, which forms Annex no. 1 of these GTC.

## **Art. IV**

### **Internet auction of loans**

- 4.1. The Internet auction of loans is an Internet portal tool created by the Company, through which the supply and demand of Loans and Investments collide, in accordance with the conditions specified in the Framework Agreement on Cooperation and these GTC valid and effective on the day of the start of a specific Internet auction of loans. The result of the Internet loan auction is the acceptance of the offer and the conclusion of the Loan Agreement with the Loan Applicant.
- 4.2. An indispensable condition for the Investor's participation in each individual Internet loan auction and the conclusion of each individual Loan Agreement based on the result of this Internet loan auction is the consent to the content of these GTC, valid and effective as of the date of commencement of the validity of the specific Internet loan auction and published and available on the Internet portal, by clicking the appropriate box on the Internet portal, or by signing the valid and effective version of the GTC. A condition for the Investor's participation in the Internet loan auction is the transfer of the Investment in the specified currency from the User's Bank Account to the Company's Bank Account. This Investment will also be displayed within the Virtual Account of the Investor.
- 4.3. As part of the Internet auction of loans, the Investor can search Loan inquiries from individual Loan Applicants and the data published by them.
- 4.4. Through the Internet auction of loans, the Investor is entitled independently, based on his own decision, to distribute the Investment offered by him among several Applicants for a loan. When selecting Loan Applicants and distributing the Investment, the Investor is obliged to respect the minimum and maximum loan amount set by the Internet Portal, which can be provided to individual Loan Applicants, the minimum and maximum Investment amount set by the Internet Portal, as well as other restrictions set by the Internet Portal. When choosing a specific applicant for a loan, or specific loan for which the Investment is to be used, or part of the Investment, the relevant part of the Investment deposited by the Investor will be committed to the Company's Bank Account for the purpose of ensuring its proper fulfilment from the specific Loan Agreement. Investment, or the part of the Investment designated by the borrower to finance the Loan of a specific Loan Applicant will be debited to the Account for this purpose unless:

- a) the successful completion of the Internet loan auction and the provision of this Loan - i.e., conclusion of the Loan Agreement, which will result in the fulfilment of the Investor's obligation by using his Investment, or part of his Investments, or
- b) unsuccessful completion of the Internet loan auction and failure to provide this Loan - i.e., failure to conclude the Loan Agreement.
- 4.5. The validity period of each specific Internet auction of loans is determined by the Company through the Internet portal.
- 4.6. If the amount of Investments determined (or committed) by Investors in the Internet auction of loans for a specific Loan is equal to the amount of the Loan requested by the Loan Applicant, the Internet auction of the loan ends at this moment of filling the requested amount of the Loan by the Loan Applicant, i.e. before the expiration of the duration of the Internet loan auction within the meaning of 4.5 of the GTC. In this case, the Internet loan auction is successful.
- 4.7. The User will be informed about the successful completion of the Internet loan auction according to the previous point of the GTC via the Internet portal, where the concluded Loan Agreement and any other information related to the concluded Loan Agreement will be displayed.

## **Art. V**

### **Formation of the Loan Agreement**

- 5.1. The loan agreement is concluded by informing the User of the successful completion of the Internet loan auction according to point 4.7 of these GTC. The funds that are the subject of the concluded Loan Agreement will be transferred by Eurvest s. r. o. to the account of the Loan Applicant without unnecessary delay after the moment of conclusion of the Loan Agreement in order to ensure proper fulfilment of the Investor's obligation arising from the concluded Loan Agreement.
- 5.2. The Loan Agreement is created: on the day of acceptance by 2 parties, but in the event that the Loan Agreement pursuant to point 5.1 of these GTC was concluded on a Banking Day and at the same time the User's Bank Account is the day of conclusion of the Loan Agreement pursuant to point 5.1 of these GTC. In the event that the Loan Agreement according to point 5.1 of these GTC was concluded outside the Banking Day and the User's Bank Account is at the same time, the first Banking Day following the day of concluding the Loan Agreement pursuant to point 5.1 of these GTC.
- 5.3. The Investor acknowledges that by designating the Investment, or its part, for the Loan request of a specific Loan Applicant, he agrees with conditions of the Loan Applicant, and thus such designation of the Investment, or its part, is a manifestation of the Investor's will to conclude the Loan Agreement under the proposed conditions. The Investor also acknowledges that the Loan provided by him according to the result of the Internet auction of loans operated on the Internet Portal is provided to the Loan Applicant on the basis of the Loan Agreement, while the Company acts on behalf and on account of the Investor.
- 5.4. The exact amount of the Loan, the interest rate, the maturity of the Loan and any other arrangements that are the subject of the concluded Loan Agreement are stated or agreed to by the Borrower when submitting the Loan request to the Internet Loan Auction or when confirming the offer by SMS message.
- 5.5. The loan agreement can be terminated early by mutual agreement of the Investor, on whose behalf and on whose account the Company acts, and the Borrower, or by the withdrawal of the Investor, on whose behalf and on whose account the Company acts, from the Loan Agreement according to point 5.6 of the GTC.
- 5.6. The investor, on whose behalf and on whose account the Company acts, is entitled to withdraw from the Loan Agreement in the event that these GTC so stipulate, in particular in the event of termination of the Framework Cooperation Agreement for reasons on the part of the Borrower, or due to a breach of the Borrower's obligations arising from the concluded Loan Agreement. With the withdrawal of the Investor, on whose behalf and on whose account the Company is acting, the Loan Agreement shall be terminated, namely at the moment this

information is made available to the Borrower through the Internet Portal. The Borrower will also be informed by e-mail about the withdrawal from the Loan Agreement according to the previous sentence of this provision.

- 5.7. The rights and obligations of the contracting parties not expressly regulated by the Loan Agreement or GTC are governed by the relevant provisions of applicable generally binding legal regulations.

#### **Art. VI**

##### **Repayment of the granted loan**

- 6.1. The Investor acknowledges and expressly agrees that the Borrower will fulfil its obligation in time, if the payment has been credited in full to the Company's Bank Account no later than the due date.
- 6.2. The investor agrees that Peer2Peer admin s. r. o., which acts in the name and on the account of the Loan Applicant, will not provide the Repayment that the Loan Applicant transferred to the Company's Bank Account to the Investor's Bank Account of the User, but these funds will remain available to the Investor in the Company's Bank Account. For the moment of fulfilling the obligation of the company Peer2Peer admin s. r. o. provides the Investor the payment received from the Loan Applicant is considered the moment of crediting the payment to the Company's Bank Account. In this case, the funds in the Company's Bank account the funds are considered as an Investment, which the Investor can use to provide another Loan, or at any time request the Company's transfer to the User's Bank account through the Internet portal.
- The Investor will have information about the received payments in his Virtual Account and agrees that the payments for the calendar month will be credited to the Investor's account once a month no later than the 5th calendar day or available for repeated investments in the Virtual Account. In this case, the funds in the Company's Bank account the funds are considered as an Investment, which the Investor can use to provide another Loan, or at any time request the Company's transfer to the User's Bank account through the Internet portal.
- 6.3. The Company informs the Investor about the procedure for paying the loan instalments and about the payment of the entire loan, interest and its accessories via the Internet portal.

#### **Art. VII**

##### **Recovery in case of delay by the Borrower**

- 7.1. In case of delay by the Borrower in fulfilling his obligation under the Loan Agreement, the Investor is under no circumstances entitled to demand fulfilment of the Borrower's obligation pursuant to the Loan Agreement from the Company.
- 7.2. The company Eurvest s. r. o. is entitled to contact the Borrower in delay with the fulfilment of his obligation from the Loan Agreement in all available ways, i.e. in particular by SMS message, by telephone, by e-mail, in person or by other available means, as well as through all publicly available telephone numbers, e-mail addresses, or other contacts registered in the name of the Borrower.
- 7.3. The company is authorized in terms of these GTC and the Framework Cooperation Agreement concluded between the company Eurvest s. r. o. and Investor to enforce or ensure the enforcement of the Borrower's obligation arising from the Loan Agreement pursuant to this article and after an SMS notification within the meaning of point 7.4 of the GTC without the Borrower's consent.
- 7.4. If the Borrower is in delay with the fulfilment of his obligation under the Loan Agreement, the Company will send an SMS message to the telephone number entered by him during registration on the second day after the Loan due date with a warning that he is in delay with the repayment of the Loan and the specific amount owed is need to be paid. This first SMS reminder is free of charge.
- 7.5. After the first SMS notification within the meaning of point 7.4 of the GTC, the Company will ensure the enforcement of the loan applicant's performance resulting from the Loan Agreement at the Investor's expense in the amounts for individual actions within the meaning of the Schedule of Fees, which forms Annex no. 1 of these GTC. The Investor has the right,

within ten days from the due date of the Loan Applicant's Repayment via the Internet Portal, to choose the option that he is not interested in enforcing the loan Applicant's performance secured by the Company. In the event that there is only one Investor as a creditor in the Loan Agreement who chooses the option according to the previous sentence of this GTC clause, or all Investors for a specific Loan Agreement choose the option according to the previous sentence of this GTC clause (i.e. that they are not interested in enforcement performance of the Loan Applicant secured by the Company), the Company will not ensure the enforcement of the Loan Applicant's performance from this Loan Agreement (especially within the meaning of clauses 7.7 to 7.9 of these GTC).

- 7.6. In the event that the Loan Applicant is in delay with the fulfilment of his obligation arising from the Loan Agreement for at least four days, the Company is entitled to send to the e-mail address provided by the Loan Applicant, a postal request for the payment of the owed amount, charged according to the Schedule of Fees.
- 7.7. In the event that the Loan Applicant is in delay with the fulfilment of his obligation arising from the Loan Agreement for at least eleven days, the Company is entitled to send to the e-mail address provided by the Loan Applicant, a postal request for the payment of the owed amount, charged according to the Schedule of Fees.
- 7.8. In the event that the Loan Applicant is in delay with the fulfilment of his obligation arising from the Loan Agreement for at least twenty-five days, the Company is entitled to send the Loan Applicant a 3rd call for payment of the owed amount by SMS and in written form through the postal company to the address specified by the Loan Applicant and, in the same wording, also to the e-mail address given by the loan applicant.
- 7.9. In the event that the Borrower is in delay with the fulfilment of his obligation arising from the Loan Agreement for at least thirty days, the Company is entitled to authorize any third party or persons in proceedings against the Borrower, with the aim of achieving the fulfilment of the Borrower's obligation arising from the Loan Agreement, which will further collect the debt on behalf of the Investor. In the case of the previous sentence, the company is also entitled to authorize the law firm.
- 7.10. Through the Internet portal, the Company continuously informs the Investor about the status of enforcement of the Borrower's obligation arising from the Loan Agreement.

## **Art. VIII**

### **Duration of the Framework Agreements and options for their termination**

- 8.1. The company is entitled to cancel the registration and Virtual Account of the Investor only if:
  - a) as stipulated in these GTC,
  - b) there will be a termination of the Framework Agreement on cooperation, which the company Eurvest s. r. o. concluded with the Investor, within the meaning of clauses 8.2 and 8.3 of these GTC.
- 8.2. The company is entitled to withdraw from the Framework Cooperation Agreement concluded with the Investor if:
  - a) as stipulated in the Framework Agreement on Cooperation,
  - b) The investor violates the Framework Cooperation Agreement in a fundamental way. In particular, but not exclusively, the Investor's delay in fulfilling the obligation arising from the Framework Cooperation Agreement by more than fifteen days is always considered a fundamental violation of the Framework Cooperation Agreement.
- 8.3. The withdrawal of the Company from the Framework Agreement on cooperation concluded with the Investor, within the meaning of clauses 8.2 and 8.3 of these GTC, is delivered to the Investor to the e-mail address provided by him.
- 8.4. By sending an e-mail message within the meaning of the previous point of this article of the GTC, the Framework Cooperation Agreement expires. Expiry of the Framework Cooperation Agreement does not release any of the contracting parties from the obligation to fulfil and settle all obligations arising from it as of the date of its expiration.



- 8.5. The Investor is not entitled to terminate or withdraw from the Framework Agreement concluded with the Company, during the entire period of its validity and effectiveness. The previous sentence of this provision of the GTC shall not apply in cases where this right arises from the relevant mandatory provisions of applicable generally binding legal regulations.

#### **Art. IX Indemnity**

- 9.1. Each contractual party is responsible for the damage caused to the other contractual party by breaching its obligations arising from the Framework Cooperation Agreement and these GTC. The contracting parties undertake to make maximum efforts to prevent damages and to minimize the resulting damages.
- 9.2. None of the parties to the Framework Agreement on Cooperation and the Loan Agreement is responsible for the delay caused by the delay in fulfilment of the obligation of the other party. None of the contracting parties is responsible for damage caused by the other contracting party's delay in its own performance.
- 9.3. In case of violation of the User's obligations arising from the Framework Cooperation Agreement, these GTC and/or the Loan Agreement, the User is obliged to pay a fee for each such violation. The user is obliged to pay these fees on the basis of the Company's request, namely in the amount, on the date and to the account specified in the request, unless otherwise agreed; this does not apply if, according to the Schedule of Fees, which forms Appendix No. 1, it is a fee that the Company is entitled to collect automatically when fulfilling obligations arising on the basis of the Loan Agreement, the Framework Agreement on Cooperation and these GTC.

#### **Art. X The Schedule of Fees**

- 10.1. An integral part of these GTC is also the Schedule of Fees, which determines the amount and type of fees that the User is obliged to pay to the Company for individual services, activities and actions when using the functionality of the Internet Portal, or in case of violation of the User's obligations arising from the concluded Framework Cooperation Agreement, these GTC and/or the Loan Agreement.
- 10.2. Failure to pay the fees according to the Schedule of Fees in the specified amount is a fundamental violation of the Framework Agreement on Cooperation and is a reason for denying the performance of a specific service, activity or action by the Company, or cancellation of registration and Virtual Account of the borrower or Virtual Account of the investor.
- 10.3. The user accepts and expressly agrees that all fees within the meaning of these GTC are collected by the Company automatically, by deduction from the amount of performance within the framework of the obligations arising on the basis of the Loan Agreement, the Framework Agreement on Cooperation and these GTC, with the exception of the case of enforcement of obligations within the meaning of an article 7 of these GTC.
- 10.4. The company is entitled to decide that in individual cases the fees specified in the Schedule will not be applied or will be applied in a reduced amount.

#### **Art. XI Investment Guarantee Fund**

- 11.1. Even though it is not required by law, Eurvest s.r.o. created a Guarantee Fund to protect investors. The Guarantee Fund is managed by Eurvest s.r.o. The Guarantee Fund is established for the purpose of reducing the risk for investors and is created to protect the Investors of [www.koletkivne-pozicky.sk](http://www.koletkivne-pozicky.sk) portal in cases of delayed payments by the debtor. Every investment is subject to the above-standard protection of the Guarantee Fund of Eurvest s.r.o.
- 11.2. From each loan provided and from loan prolong, 5% from the Borrower will be transferred to the Guarantee Fund, which will serve as a guarantee for Investors that in case of non-payment of

loans by the borrowers, they will be able to use the option once during the duration of the Framework Agreement to withdraw funds from the Guarantee Fund up to a maximum of 1,000 EUR. In that case, the investor's claims are transferred to Eurvest s.r.o. In order for the Investor to be able to use it, the receivables must be in delay for at least 180 days from the due date. The Guarantee Fund covers the capital of the investment up to a maximum of 1,000 EUR per investor.

11.3. The investor acknowledges and agrees that the price for the assigned claim will be paid by the Company as a future assignee exclusively from the Guarantee Fund. In the event that the amount of funds in the Guarantee Fund is lower than the price that the Company should pay, the Contracting Parties have agreed that the Company is not obliged to purchase the claim. The current amount of the Guarantee Fund is published and updated on the Internet portal.

## **Art. XII**

### **General, common and final provisions**

12.1. During the process of registration, verification, the duration of the Internet auction of loans, the Internet auction of receivables, as well as during the validity of the Framework Cooperation Agreement, the User is obliged to always provide the Company with only true, correct, up-to-date and correct information and documents. Otherwise, it is a substantial violation of the Framework Cooperation Agreement by the User.

12.2. The user acknowledges that some actions or activities when using the functionality of the Internet portal must be confirmed with an Authentication code. The specification of actions or activities, the execution of which is conditioned by entering the Authentication code, as well as the Authentication code itself, will be generated by the Internet portal for the User.

12.3. No provision of the GTC shall affect the Company's right to change or supplement the process of identifying Users and to change or supplement the process of verifying other facts stated by Users at any time, if the Company deems it appropriate for the purpose of verifying their identity.

12.4. Companies are entitled to unilaterally change and/or supplement these GTC, even without the consent of the Users, to which the User expressly agrees by signing the Framework Cooperation Agreement and these GTC. The companies will announce the change of GTC through the Internet portal and e-mail message.

12.5. These GTC become valid and effective on 9.11.2022.