

## WEBSITE OF ROBOCASH USER AGREEMENT

### 1. USED TERMS AND DEFINITIONS

<b>Administration of the Claim -</b>	All actions taken by the Lender in connection with the fulfillment of its obligations specified in the Assignment Agreement.
<b>Agreement -</b>	This current Website of ROBOCASH user agreement, that governs the legal relationship between the User and ROBOCASH, considering that Promotional Campaigns, AML Policy, Personal Data Processing and Privacy Policy, and Assignment Agreement all of which are published on the Website of ROBOCASH are all integral parts of this agreement.
<b>Application -</b>	Application for purchase of the Claim.
<b>Assignee -</b>	Natural or legal person, that on the basis of the Agreement and Assignment Agreement has purchased the Claim.
<b>Assignee's bank account -</b>	A current account opened in the name of the Assignee with payment institution or a credit institution or its branch registered in EU or Switzerland or United Kingdom.
<b>Assignment Agreement -</b>	Agreement concluded between the Assignor and the Assignee on purchase of Claim.
<b>Assignor -</b>	The Creditor or the Lender, who on the basis of the Assignment Agreement is selling the Claim.
<b>Assignor's bank account -</b>	A current account opened in the name of the Assignor with payment institution or a credit institution or its branch registered in EU or Switzerland or Lender's territory of registration.
<b>Borrower -</b>	Natural or legal person that enters into the Loan Agreement with the Lender.
<b>Claim -</b>	Rights of claim (full or partial with exact amount specified in the Assignment Agreement) towards a particular Borrower arising from the Loan Agreement and the Assignment Agreement.
<b>Creditor -</b>	The Lender or the User who has rights of claim towards the Borrower in full or in part in accordance with conditions of the Loan Agreement and the Assignment Agreement.
<b>EU -</b>	European Union
<b>Interest rate under the Loan Agreement -</b>	Remuneration paid by the Borrower for use of the amount of the Loan stipulated in the Loan Agreement, considering that interest is calculated based on the provisions of the Loan Agreement.
<b>Interest rate under the Assignment Agreement -</b>	Predetermined remuneration defined in the Assignment Agreement that the User receives for the purchased Claim, considering that Interest rate shall not be directly linked to the Interest established in the Loan Agreement and is set separately.
<b>Laws and regulations -</b>	Laws and regulations of the same jurisdiction where ROBOCASH is registered.
<b>Lender -</b>	A legal entity that grants a Loan to the Borrower in accordance with the Loan Agreement.
<b>Loan -</b>	Funds granted to the Borrower by the Lender in accordance with the Loan Agreement.
<b>Loan Agreement -</b>	Loan agreement concluded between the Lender and the Borrower, on the basis of which the Lender grants funds (the Loan) to the Borrower whereas the Borrower undertakes to repay the received loan in accordance with terms and conditions of the Loan Agreement.
<b>Parties -</b>	ROBOCASH and the User.
<b>Price List -</b>	The cost of services of ROBOCASH stipulated on the Website of ROBOCASH, that has to be paid by the User.
<b>Price of the Claim -</b>	A price payable by the Assignee to the Assignor for the Claim or its part. The price of the Claim is indicated in principal conditions of the Assignment Agreement.
<b>Price of Servicing of the Claim -</b>	The price stipulated in the Price List on the Website of ROBOCASH that has to be paid by the Assignee to the ROBOCASH for Servicing of the Claim.
<b>Registration application -</b>	An application filled out by a natural or legal person on the Website of ROBOCASH to register as a User.

<b>ROBOCASH -</b>	<b>ROBOCASH d.o.o.</b> , registration number: 081224371, registered address: Croatia, Petračiceva 4, Zagreb, 10110, e-mail address: support@robo.cash
<b>ROBOCASH's bank account -</b>	A current account opened in the name of the ROBOCASH with payment institution or a credit institution or its branch registered in EU or Switzerland
<b>ROBO INVEST -</b>	An application of the Website of ROBOCASH, that functions according to the settings selected and confirmed by the User and which is available on the Website of ROBOCASH under section "Invest".
<b>Servicing of the Claim -</b>	Any action taken by ROBOCASH in relation to the Claim, the Agreement, including transfer of funds to the Assignee and other actions stipulated in the Agreement.
<b>Third party -</b>	Any natural or legal person that is not the Party of the Agreement.
<b>Transaction -</b>	All User's made transactions within the Website of ROBOCASH, which ROBOCASH has made technically and legally possible to execute, including transactions through ROBO INVEST.
<b>User -</b>	Natural or legal person registered on the Website of ROBOCASH, as well as a natural or legal person that has purchased the Claim or who has sold the Claim.
<b>User's bank account -</b>	A current account opened in the name of the User with payment institution or a credit institution or its branch registered in EU or Switzerland or United Kingdom.
<b>User's profile -</b>	Electronic profile located at the Website of ROBOCASH accessible for its Users with their individual login data, where personal data of the User is being kept including made Transactions.
<b>User's virtual account -</b>	User's virtual account created and maintained by ROBOCASH for each User available at the User's profile on the Website of ROBOCASH which reflect the amounts of funds transferred to the respective virtual account.
<b>Website of ROBOCASH -</b>	Website of ROBOCASH, which is located at web address <a href="https://robo.cash">https://robo.cash</a> , where natural and legal persons can register as Users to use the services provided there.

## **2. REGISTRATON OF THE USER ON THE WEBSITE OF ROBOCASH**

- 2.1. Any person applying for the status of a User undertakes to ensure that prior and after becoming a User with registered User's profile:
  - 2.1.1. The User is a natural person with legal capacity to act or a legal person;
  - 2.1.2. The User is a resident of EU or Switzerland or United Kingdom;
  - 2.1.3. The User has a current account opened in its name with a payment institution, credit institution or its branch registered in EU or Switzerland or United Kingdom;
  - 2.1.4. In acquiring the Claim, the User will not use funds that directly or indirectly have been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;
  - 2.1.5. The User is the true beneficial owner and Transactions on the Website of ROBOCASH are performed on behalf of the User;
  - 2.1.6. The User is not under the influence of alcohol, narcotic, psychotropic or any other substances;
  - 2.1.7. The User is not part of an insolvency process and/or bankruptcy and/or liquidation (only applicable to legal persons).
- 2.2. Upon the successful registration at the Website of ROBOCASH, User's profile and User's virtual account shall be automatically created, and User's Identification number and password shall be assigned to it.
- 2.3. By filling out and submitting the Registration application at the Website of ROBOCASH the User certifies that it has acquainted with the Agreement, and agrees to it. Agreement is deemed to be signed by the Parties and legally binding to the Parties from the moment User's profile is created and made accessible for the User at Website of ROBOCASH with User's login data.
- 2.4. User is not allowed in any form or manner give third parties access to its login data for the Website of ROBOCASH.
- 2.5. ROBOCASH has the right to reject registration of a new User without specifying the reason.

## **3. IDENTIFICATION OF THE USER**

- 3.1. ROBOCASH identifies any person applying for User status after Registration application is received on the Website of ROBOCASH.
- 3.2. ROBOCASH identifies the User remotely in compliance with the terms and conditions of ROBOCASH's internal control system, relying on data received during registration and information received from the bank at the moment when the User transfers its own funds from its personal bank account to ROBOCASH's bank account in amount that is not less than the amount specified in clause 4.3. of the Agreement. After successful identification, the received funds are made available in User's virtual account for the purchase of Claims.
- 3.3. During the identification process ROBOCASH has the right to request the copies of the following documents:
  - 3.3.1. passport or equivalent personal identification document issued in EU or document valid for travel issued in EU with a clearly visible first name, last name, personal code (or an equivalent identification number issued by the User's country of origin) and photo of the User;
  - 3.3.2. heating, power supply or other utility invoice issued at the address specified by the User;
  - 3.3.3. taxpayer's certificate and/or taxpayer's number;
  - 3.3.4. any additional document which ROBOCASH might consider necessary for the purpose of proper client identification. The copies of documents specified in sub-clauses of clause 3.3 of the Agreement shall be uploaded by the User using special interface in the User's profile.
- 3.4. For the sake of complete User identification ROBOCASH has the right to contact the User and require submission of additional

- documents and/or information certifying the User's identity at any time at its discretion, freely determine additional requirements for the identification of the User, as well as supplement the process of identification. In addition to aforesaid, if ROBOCASH has any suspicions regarding the User's identity, ROBOCASH has the right to request the User to submit its photo (selfie) with passport or other equivalent personal identification document, which the User uploads to the Website of ROBOCASH, or offer to contact the ROBOCASH operator by using video chat.
- 3.5. By submitting the Registration application, the User certifies that it has read conditions of the Agreement, certifies that they are clear and acceptable to the User, and the User wishes to use the Website of ROBOCASH and services offered therein pursuant to the terms and conditions of the Agreement.
  - 3.6. The User shall be entitled to transfer funds to the ROBOCASH's bank account to conduct Transactions at the Website of ROBOCASH only after successful registration of the User by ROBOCASH.
  - 3.7. All User's Transactions are kept at User's profile.
  - 3.8. Access to the User's profile and the User's virtual account is possible by entering User's login data.
  - 3.9. All actions conducted by the User, including payments, orders, notices, etc. shall be binding to the Parties after their submission through the Website of ROBOCASH.
  - 3.10. The password created by the User shall be confidential and the User undertakes not to disclose User's Profile access data to the third parties.
  - 3.11. In case User's password has become known to a third party:
    - 3.11.1. the User shall immediately change its password in its User's profile;
    - 3.11.2. the User shall notify ROBOCASH immediately, but not later than then the moment when such information had become known to the User, in writing or by phone.
  - 3.12. Immediately after receiving of such information, ROBOCASH shall block access to the User's virtual account until the moment ROBOCASH receives User request to unblock the access to its virtual account and request to issue new password.
  - 3.13. In case User fails to enter correct password to enter User's Profile 5 (five) times ROBOCASH shall block access to it until the moment ROBOCASH receives User request to unblock the access to its virtual account and request to issue new password.
  - 3.14. ROBOCASH has the right to block User's virtual account in the following situations:
    - 3.14.1. ROBOCASH has suspicions regarding unauthorized access to the User's virtual account or according to information received by ROBOCASH User's password has become known or might have become known to third parties;
    - 3.14.2. ROBOCASH has suspicions regarding any kind of performance of illegal transactions on part of the User, or ROBOCASH has suspicions about the origin of the funds used by the User;
    - 3.14.3. the User has violated the terms and conditions of the Assignment Agreement and / or the Agreement, including, if the User tries to contact the Borrower in relation to the Loan Agreement, the Assignment Agreement and the Administration of the Claim;
    - 3.14.4. the User has provided false or inaccurate information to ROBOCASH;
    - 3.14.5. the User uses the Website of ROBOCASH for illegal purposes;
    - 3.14.6. in any other case with an aim to ensure the security, inviolability and confidentiality of services provided to the clients of ROBOCASH, as well as to prevent losses to ROBOCASH or its clients.
  - 3.15. ROBOCASH shall be entitled not to confirm User's Transaction in following situations:
    - 3.15.1. the User fails to comply with the conditions of the Agreement;
    - 3.15.2. ROBOCASH has suspicions regarding the User's identity and/or ROBOCASH has failed to contact the User in order to confirm a specific Transaction;
    - 3.15.3. User's order is unclear or distorted due to communication failures;
    - 3.15.4. in cases specified in clause 4.8. of the Agreement.
  - 3.16. Any Transaction made at Website of ROBOCASH by means of User's login data for the Website of ROBOCASH shall be deemed as a legally binding Transaction made by the User.
  - 3.17. The User undertakes full responsibility and liability for Transactions made by third parties with access to its login data for the Website of ROBOCASH.

#### 4. THE USER'S VIRTUAL ACCOUNT AND ITS CREDITING

- 4.1. The User shall transfer the funds it wishes to use for the purchase of Claims in currency acceptable to ROBOCASH, to ROBOCASH's bank account, while ROBOCASH ensures that the received sum of funds, excluding any deducted fees (if such occur), is made available in User's virtual account with a condition that all other conditions are met (minimal amount, payment details which include User's identification number, etc.). If the User makes transfer of funds to ROBOCASH in a currency that is not acceptable to ROBOCASH, ROBOCASH has the right to convert the received amount into any currency acceptable to ROBOCASH according to the currency exchange rate of the payment or credit institution holding the respective account of ROBOCASH. All expenses related to the conversion of funds are covered by the User.
- 4.2. The User has the right to transfer funds to ROBOCASH's bank account only from its own bank account.
- 4.3. The minimal amount for purchase of Claims is **EUR 10** (ten Euro).
- 4.4. The maximum amount of funds to be transferred to Robocash bank account for Transaction purposes within a period of one calendar month cannot exceed **EUR 15 000** (fifteen thousand Euro).
- 4.5. In order for the User's virtual account to be successfully credited the User has to indicate its User identification number within the payment order when making the transfer of funds from its bank account to ROBOCASH's bank account considering that ROBOCASH has the right to deem such payment as non-received until the identification thereof.
- 4.6. After receiving the funds, ROBOCASH shall process and verify the origin of them, which may take up to 2 (two) business days.
- 4.7. The transfer of funds directly or indirectly received as a result of a criminal offence, related to the financing of terrorism or attempt of any such kind of activities, to ROBOCASH's bank account is illegal.
- 4.8. If during the registration process of the User or the conclusion of the Transaction ROBOCASH has suspicions regarding origin of the money, possible money laundering, financing of terrorism or an attempt of these or similar type of activities determined at sole discretion of ROBOCASH, ROBOCASH has the right:
  - 4.8.1. to refuse registration of the User on the Website of ROBOCASH;
  - 4.8.2. not to accept the User's funds in the ROBOCASH's bank account;
  - 4.8.3. to block and close the User's virtual account.
- 4.9. The User's funds transferred to the ROBOCASH's bank account shall be kept in ROBOCASH's bank account separately from the ROBOCASH's funds.
- 4.10. No interest shall be calculated and paid to the User for the User's funds kept in ROBOCASH's bank account.
- 4.11. ROBOCASH has the right to use the User's transferred funds in accordance with conditions of the Agreement with a purpose to facilitate transfer of Price of the Claim from the User to the respective Lender, considering that ROBOCASH has the also the

- right to transfer the received funds from its User's to a different company in cases where services available at the Website of ROBOCASH are taken over by different company.
- 4.12. ROBOCASH transfers User's funds to the Lender in accordance with conditions of the Assignment Agreement, reflecting this transaction in the User's profile. The sum of virtual funds in the User's virtual account shall be reduced by the amount of funds paid to the Lender.
  - 4.13. The User confirms that the transfer of funds to ROBOCASH's bank account is carried out with a purpose of crediting User's virtual account and such funds are not to be considered as funds of ROBOCASH or as loan to ROBOCASH, and the User shall obtain the right of claim against ROBOCASH in amount reflected in User's virtual account, considering that in cases where the User makes a payment to ROBOCASH's bank account in currency that is not acceptable to ROBOCASH, ROBOCASH has the right to convert the received amount into any currency acceptable to ROBOCASH according to the currency exchange rate of the payment or credit institution holding the respective account of ROBOCASH.
  - 4.14. The User has the right at any time to submit an electronic request to ROBOCASH for repayment of funds, available in User's virtual account, considering that the minimal amount is **EUR 50** (fifty Euro) and the repayment is done within 2 (two) business days
  - 4.15. Repayment of funds indicated in clause 4.14. of this Agreement is made to the same account from which the particular funds were initially received, unless repayment is technically impossible due to blocked or closed account, considering that in such case User has to indicated different account opened in its name to complete this transfer of funds.
  - 4.16. ROBOCASH has the right to charge commissions fees from the funds received from the User and funds transferred to the User in accordance with the Price List.
  - 4.17. Transfer of assets in User's virtual account, withdrawal of funds from User's virtual account, creation and editing of portfolio, as well as purchases of Claim's are indicated and made accurate with 2 (two) characters after comma. The calculation of interest and the outstanding balance of virtual account are indicated and made accurate with 10 (ten) characters after comma. Round-all is made by form of exclusion, instead of mathematical round-all.

## **5. PURCHASE OF CLAIMS**

### **5.1. Purchase of Claims in a manual form**

- 5.1.1. The possibility for the User to use to purchase Claims in a manual form on the Website of ROBOCASH, instead of using ROBO INVEST (see sub-clauses of clause 5.2. "Purchase of Claims through ROBO INVEST") for such actions, is not a guaranteed technical feature at the Website of ROBOCASH, but if made available by ROBOCASH, clauses set forth in sub-clauses of clause 5.1. of this Agreement shall be applied.
- 5.1.2. After User's identification and creation of User's Profile in accordance with conditions of the Agreement User has the right to purchase Claims offered through the Website of ROBOCASH with funds transferred to its virtual account (if there are any), by complying with the following conditions:
  - 5.1.2.1. The User selects to purchase Claim for a particular loan or its part published on the Website of ROBOCASH together with all other key conditions such as loan issuance date, last repayment date and Interest rate under the Assignment Agreement payable to the User if it select to purchase Claim for a particular loan or its part;
  - 5.1.2.2. User has enough funds in the User's virtual account for paying the Price of the Claim.
- 5.1.3. ROBOCASH shall register and execute received Applications on the Website of ROBOCASH in chronological order. ROBOCASH has the right to unilaterally amend and supplement the order of execution of the Applications without prior notification of the User.
- 5.1.4. After the Application has been received ROBOCASH shall prepare a summary of information of all received Applications available for the User at Website of ROBOCASH. The User shall verify the indicated information and if it conforms to the will expressed by the User, the User shall confirm the conclusion of the Assignment Agreements in order specified on the Website of ROBOCASH.
- 5.1.5. After confirmation the Assignment Agreement is deemed to be binding for the User, and ROBOCASH shall immediately transfer the funds specified in the Assignment Agreement from the User's virtual account to the seller of the Claim. The Claim shall be deemed as transferred to the User after the funds were transferred from the User's (Assignee's) virtual account to the corresponding Assignor's account in accordance with conditions of the Assignment Agreement.
- 5.1.6. By submitting the Application, the User authorizes ROBOCASH to carry out the transfer of funds indicated in the Application from the User's virtual account to the corresponding Assignor in compliance with the Agreement and the Assignment Agreement.

### **5.2. Purchase and sale of Claims through ROBO INVEST**

- 5.2.1. The User has the right to use the ROBO INVEST (available at the Website of ROBOCASH in section "Invest") application for purchasing Claims on the Website of ROBOCASH.
- 5.2.2. ROBO INVEST functions according to the settings selected and confirmed by the User, thus implementing the User's chosen strategy for purchases of Claims. By offering the ROBO INVEST application ROBOCASH is not giving any recommendations or advice to the User regarding the purchase of Claims.
- 5.2.3. The User shall be held fully responsible for the settings selected and confirmed by it, as well as for consequences resulting from such actions while using the ROBO INVEST.
- 5.2.4. In order to use the ROBO INVEST, the User must ensure sufficient funds in User's virtual account.
- 5.2.5. Each time a User purchases a certain Claim on the Website of ROBOCASH, ROBOCASH shall transfer funds from the User's virtual account to the corresponding Assignor's account in accordance with the provisions of the Assignment Agreement, considering that for each such purchase of Claim a legally binding Assignment Agreement is generated with the particular creditor and is made available at User's profile.
- 5.2.6. The User may find all information on concluded Transactions in its User's profile. ROBOCASH has the right, but not an obligation, to send the information mentioned above to User's e-mail specified in the User's profile.
- 5.2.7. The User shall be entitled to change settings confirmed by it at ROBO INVEST, as well as temporarily or permanently suspend its activity at any time during the period of validity of the Agreement.
- 5.2.8. ROBOCASH holds no responsibility whatsoever about any losses that are or might be incurred upon the User in relation to the use of the Website of ROBOCASH and services available therein, including losses incurred from the use of the ROBO INVEST.
- 5.2.9. The User must independently study the information on rights and obligations arising from the Transactions concluded within the ROBO INVEST.
- 5.2.10. User has the right to sell certain Claims by choosing option "SELL" if such option is made available by ROBOCASH at the Website of ROBOCASH in section "My investments", hereinafter – **Option to Sell**.
- 5.2.11. In case the User executes Option to Sell feature the respective Claim is automatically made available for other ROBOCASH users to purchase, considering that on the day when any other user repurchases that particular Claim the

selling User will receive full refund equal to the respective Claim amount plus calculated Interest rate under the Assignment Agreement for the respective time period until the day Repurchase of Claim was made.

## **6. CONCLUSION AND EXECUTION OF THE ASSIGNMENT AGREEMENT**

- 6.1. The Assignment Agreement is deemed to be concluded from the moment when the Price of the Claim is transferred from the User's (Assignee's) virtual account to the corresponding Assignor's account in accordance with conditions of the Assignment Agreement.
- 6.2. The User in its User's profile can review the content of concluded Assignment Agreements, information on the purchased Claims, as well as the Schedule (if any) of repayment of the Loan and Interest payment from the moment of entering into the Assignment Agreement and during its effective period.
- 6.3. The Loan Agreement and other documents related to the Claim are not to be transferred to the User after Assignment Agreement's entry into force and shall be stored by ROBOCASH or the Lender.
- 6.4. The Borrower shall repay the Loan and pay the Interest in accordance with conditions of the Loan Agreement and the Schedule (if any). The Lender transfers all payments received from the Borrower to the ROBOCASH pursuant the Assignment Agreement, excluding the part of the Interest, which the Lender does not assign. Funds, received from the Borrower, ROBOCASH transfers to the User (Assignee) only after the Borrower has repaid the Loan in full.
- 6.5. After receiving the Borrower's payment from the Lender, ROBOCASH distributes all received funds among all Assignees, who have acquired rights of claim against the Borrower in the following order: the principal amount of the Loan paid by the Borrower are distributed proportionally to the amount of the Claim of each Assignee and number of days passed from the moment of purchase of the Claim until the moment when the Loan is repaid (or until the Lender has repurchased the Claim).
- 6.6. ROBOCASH transfers funds equivalent to each User's part of the Claim to the Users' virtual accounts immediately after allotment of received parts.
- 6.7. The User's rights of claim shall be extended to:
  - 6.7.1. the principal amount of the Loan, paid by the Borrower pursuant to the Loan repayment Schedule (if any);
  - 6.7.2. Interest rate under the Assignment Agreement.
- 6.8. The User is informed and agrees that the Interest, legal penalty and other ancillary claims payable pursuant to the Agreement and Assignment Agreement shall be calculated assuming that one calendar year consists of 365 or 366 days according to the actual number of days in relevant year, when the Agreement or the Assignment Agreement has been concluded.
- 6.9. Considering that the provisions of Assignment Agreement include User's (Assignee) authorization to the Lender to act as the person which ensures Administration of the Claim, the Lender shall undertake to make all the necessary and permissible activities to facilitate the timely and full recovery of the Loan without involving the User.
- 6.10. In instance where the Borrower delays fulfilment of its obligations for more than 30 (thirty) calendar days, the Lender undertakes to repurchase the Claim from the User.
- 6.11. All principal conditions on purchase the Claim, payment of the Price of the Claim and repayment of the principal amount of the Claim are specified in the Assignment Agreement.
- 6.12. The User agrees that the Lender has the right unilaterally to extend the Loan repayment period without prior harmonization with the User.
- 6.13. The Parties agree that in case the Lender has extended the Loan repayment period under the Loan Agreement, it is considered, that the Borrower has delayed the Loan repayment period and the Lender shall repurchase the User's (Assignee's) Claim in accordance with conditions of the Assignment Agreement.

## **7. RIGHTS AND OBLIGATIONS OF THE USER**

- 7.1. **The User undertakes:**
  - 7.1.1. not to use the Website of ROBOCASH for carrying out illegal transactions, including fraud and money laundering;
  - 7.1.2. to provide true information about itself upon registering on the Website of ROBOCASH and while using services available at the Website of ROBOCASH;
  - 7.1.3. to use only secure means and devices of electronic communication and data transmission;
  - 7.1.4. immediately, but no later than within 3 (three) business days notify ROBOCASH in writing of any changes to the User's first name, last name, e-mail address, User's bank account or other information kept on the Website of ROBOCASH;
  - 7.1.5. in communication with ROBOCASH to act in a polite manner, observing the norms of behavior generally accepted by the public.
- 7.2. By accepting terms and conditions of the Agreement, the User certifies that it is capable of making individual decisions regarding purchase the Claim and conclusion of the Assignment Agreement, as well as understands all risks, including the risk of failure to recover the Loan or its part.
- 7.3. The User undertakes to ensure in its User's virtual account sufficient amount of funds for conclusion of Transactions. If there are not enough funds in the User's virtual account, ROBOCASH does not execute the payment and/or Transaction. ROBOCASH bears no liability for the losses incurred to the User due to situation mentioned above. If for any reason User's virtual account has negative account balance, User has the duty to immediately but not later than within 3 (three) business days credit the account in amount necessary for the User's virtual account to reach positive account balance.
- 7.4. The User is informed and acknowledges, that ROBOCASH and the Lender have the duty to ensure confidentiality of the Borrower's personal data and pursuant to the Assignment Agreement ROBOCASH and the Lender at their own discretion may provide the Assignee only with limited information on the Borrower or no information at all. The User shall not claim any additional information relating to the Borrower from the ROBOCASH or the Lender, as well as submit any claims in relation thereof.
- 7.5. During the effective period of the Assignment Agreement, the Assignee undertakes not to contact or meet the Borrower in relation to the concluded Assignment Agreement and the Claim, as well as not to visit the Borrower in its address or place of work, not to contact it without ROBOCASH's or the Lender's mediation, not to demand making of payments, not to initiate court or arbitration court proceedings against the Borrower.
- 7.6. In case the User's virtual account had been mistakenly credited or debited due to any kind of technical issue at Website's of ROBOCASH, ROBOCASH has the right to unilaterally debit or to credit the User's virtual account to resolve the issue.

## **8. PAYMENT FOR USE OF SERVICES AT THE WEBSITE OF ROBOCASH**

- 8.1. The User shall pay to ROBOCASH fee's pursuant to the Price List, plus fees related to incoming, outgoing payment to payment or credit institution accounts indicated by the User, considering that ROBOCASH is allowed to unilaterally debit User's virtual account for any due fee applied by ROBOCASH or fees ROBOCASH incurs by executing User's fund transfer requests.

- 8.2. The User realizes and understands that in accordance with applicable tax laws, the revenue received by the User is a subject to income tax and ROBOCASH does not ensure payments of applicable taxes on behalf of its Users.

## 9. LIABILITY OF THE PARTIES

### 9.1. The User's liability:

- 9.1.1. The User is liable for all losses incurred as a result of unauthorized access to its User data and User's Profile.  
9.1.2. All of User's concluded Transactions on the Website of ROBOCASH, including ROBO INVEST, constitute a legally binding legal relationship between the respective parties of the particular Transaction.  
9.1.3. User hereby agrees that entrance of its login data (password and e-mail) when accessing services available at Website of ROBOCASH is deemed to be a sufficient evidence to prove that the person conducting Transactions is the User.

### 9.2. ROBOCASH's liability:

- 9.2.1. If as result of an illicit activity of ROBOCASH the User suffers losses, ROBOCASH shall reimburse all direct losses inflicted upon the User. The extent of damages to be reimbursed by ROBOCASH is restricted with the amount of funds present in the User's virtual account at the time when such losses incurred.  
9.2.2. ROBOCASH is not liable for the accuracy of information provided by the Borrower and/or the Lender.  
9.2.3. ROBOCASH is not liable towards the User for any losses that the User has or might suffer as a result of using the Website of ROBOCASH and services available at it, including in situations:  
9.2.3.1. where the User has failed to comply with the provisions of the Agreement;  
9.2.3.2. where third party gets hold of User's login data, until the moment when the User's profile has been blocked;  
9.2.3.3. that occur due to interrupted communications and other interruptions or obstacles that are not dependent on ROBOCASH;  
9.2.3.4. where User's profile has been blocked;  
9.2.3.5. where there is illicit conduct on Borrower's part, including Borrower's failure to comply with the provisions of the Loan Agreement;  
9.2.3.6. where User fails to fulfill its obligations under the Assignment Agreement.  
9.2.4. ROBOCASH has no obligation to repay to the User for the Claim or any other payment under the Assignment Agreement till the moment when:  
9.2.4.1. the Lender has received such payment from the relevant Borrower in accordance with conditions of the Loan Agreement;  
9.2.4.2. term of the Lender's repurchase right realization in accordance with conditions of the Agreement and the Assignment Agreement has not set in.  
9.2.5. ROBOCASH and the Lender has no obligation to reimburse to the User the Price of Claim (in whole or in part) till the Loan maturity date in accordance with the Loan Agreement, unless indicated otherwise in the Agreement or Assignment Agreement.
- 9.3. The Parties shall not be liable for failure to fulfil their obligations if the non-fulfilment has occurred due to force majeure circumstances, which the Parties could not have predicted or afflicted, including power outages, adopted Laws and regulations, strikes, military activities, natural calamities, or other circumstances, which the Parties could not have prevented or predicted. The Party suffering from force majeure circumstances has the right to refer to them only and solely in case if it has taken all steps that depend on it in order to fulfil the obligations under the Agreement. Once the force majeure circumstances no longer occur, the Parties must immediately resume the performance of their obligations under the Agreement.
- 9.4. As the Parties use electronic means of communications during the performance of the Agreement, ROBOCASH is not be held responsible for any losses incurred due to interrupted service of any kind of electronic means of communications.

## 10. CONFIDENTIALITY AND USER'S PERSONAL DATA

- 10.1. The User gives its consent for the processing of its personal data (both electronically and manually) by ROBOCASH and its group companies during registration process at the Website of ROBOCASH by getting acquainted and agreeing to the posted document available at the Website of ROBOCASH (Personal Data Processing and Privacy Policy), which is one of integral parts of the Agreement.

## 11. TERMINATION OF THE AGREEMENT

- 11.1. ROBOCASH is entitled to restrict the User's right to use the Website of ROBOCASH and/or terminate the Agreement unilaterally at any time during the validity period of the Agreement and deactivate the User's profile if:  
11.1.1. the User breaches any of the conditions of the Agreement or the Assignment Agreement or illicitly uses the resources of the Website of ROBOCASH;  
11.1.2. the User has provided false or misleading information or counterfeit documents or does not comply with ROBOCASH requests, especially in instances related to source of money transferred by the User;  
11.1.3. if ROBOCASH suspects anything related to money laundering, terrorism financing or an attempt of such activities with the involvement of the User or the User's profile.
- 11.2. In case of termination of the Agreement as described in clause 11.1. of the Agreement all concluded Assignment Agreements are deemed to be terminated, considering that the respective Claim amount and interest amount, which is calculated until the termination date, is returned to User's bank account.
- 11.3. The User at any time during the validity period of the Agreement is entitled to request termination of the Agreement and deactivation of its User's Profile on a condition that the User does not own any Claim served by ROBOCASH and has no outstanding payment liabilities towards ROBOCASH or any of the party to a made Transaction. In such case the Agreement will be considered void from the moment ROBOCASH receives such request from the User and finds that there are no circumstances which would exclude the possibility to terminate the Agreement without delay.
- 11.4. If the User wishes to deactivate the User's profile and terminate the Agreement, the User sends a relevant notification from the User's e-mail address to ROBOCASH or fills in the relevant notification on the User's profile and confirms it according to the procedures stipulated on the Website of ROBOCASH.
- 11.5. If the Agreement is terminated, ROBOCASH transfers all funds that are available on the User's virtual account to the User's bank account no later than within 3 (three) business days from the moment of the termination of the Agreement, unless not allowed by applicable laws.

## 12. ACTIONS IN CASE OF INSOLVENCY OF ROBOCASH

- 12.1. In case of insolvency of ROBOCASH conclusion of all new Assignment Agreements on the Website of ROBOCASH shall be stopped immediately. All funds available on the Virtual account shall be returned to the User and the Lender unless not allowed by applicable laws.
- 12.2. In case of insolvency, ROBOCASH provides the User with full information on Transactions concluded within the Website of ROBOCASH from the Website of ROBOCASH database.
- 12.3. Insolvency of ROBOCASH does not affect the legal status of agreement signed between the User and the Lender.

### 13. DISPUTES SETTLEMENT AND APPLICABLE LAW

- 13.1. Parties agree that any dispute arising out of the Agreement, which cannot be settled through mutual negotiations, shall be settled in court of the Republic of Croatia in accordance with the rule of competence, considering that the applicable law is the law and regulations of the Republic of Croatia.

### 14. OTHER CONDITIONS

- 14.1. All Transactions concluded on the Website of ROBOCASH shall be made in Euro or any other currency acceptable to ROBOCASH.
- 14.2. In case of discrepancy between digits and their description in words, the description provided in words shall prevail.
- 14.3. Issues that are not covered by the Agreement shall be settled in accordance with the conditions and procedure published on the Website of ROBOCASH.
- 14.4. All notifications of Parties must be put in writing and sent to the other Party within the Website of ROBOCASH, by mail or e-mail, to the address indicated in the User's profile. Correspondence sent in mail shall be deemed received on the 5<sup>th</sup> (fifth) calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the User's e-mail address shall be deemed received within 24 (twenty-four) hours after the dispatch.
- 14.5. ROBOCASH is entitled to unilaterally amend the Agreement, as well as the Price List, hereinafter - **Amendments**. ROBOCASH notifies its Users on made Amendments by posting them at the Website of ROBOCASH 30 (thirty) days before such amendments enter into force. ROBOCASH at its own discretion has the right to inform its Users on Amendments by using different forms of communication, including e-mail, text messages to mobile phone and notifications to User's Profile.
- 14.6. Notwithstanding the conditions of clause 14.5. ROBOCASH is entitled to make Amendments without prior posting of them at the Website of ROBOCASH in cases where the Amendments are made:
  - 14.6.1. for the benefit of the User and / or Amendments which do not affect existing rights of the User;
  - 14.6.2. due to a new service and / or a new feature being introduced;
  - 14.6.3. in order to make technical / fine-tuning corrections or any kind of Amendments of that nature;
  - 14.6.4. for the purposes of complying with any applicable laws and regulations, especially laws and regulations regulating Anti Money Laundering issues.
- 14.7. Any User disagreeing with the made Amendments can exercise its right to unilaterally terminate the Agreement as provided in sub-clauses of clause 11 of this Agreement.
- 14.8. ROBOCASH has the right to unilaterally terminate the Agreement in case ROBOCASH does not receive User's acceptance to the Amendments within 30 days after Amendments are published on the Website of ROBOCASH.
- 14.9. The Parties agree not to divulge the information arising from the Agreement to the third parties, except as prescribed in the Agreement, including in Personal Data Processing and Privacy Policy available at the Website of ROBOCASH, and in applicable laws and regulations.
- 14.10. ROBOCASH is entitled to carry out promotional campaigns of any kind, offer user loyalty programs or any other benefits to all or selected Users, hereinafter – **Promotional Campaigns**. ROBOCASH will inform its Users on its Promotional Campaigns through its chosen communication channels. ROBOCASH is entitled to unilaterally change the terms and conditions of its Promotional Campaigns with immediate effect by posting them at Website of ROBOCASH.