

Terms of Use of <https://kirsaninvest.eu> portal

1. TERMS OF USE

1.1. By registering as a user (hereinafter referred to as the User) on the website <https://kirsaninvest.eu>, you confirm that you have read these Terms of Use, agree to the Terms of Use and agree to abide by the Terms of Use.

1.2. The Terms of Use apply to all legal relations of Users of the portal <https://kirsaninvest.eu> (hereinafter referred to as the Portal), Kirsan Invest OÜ and the Kirsan Invest OÜ group of enterprises (hereinafter referred to as the Operator). The User confirms that he/she has read these Terms of Use (hereinafter referred to as the Terms of Use) and undertakes to adhere to them.

1.3. Some sections and services within the Portal may be subject to specific conditions and their use may require concluding additional agreements which apply in addition to the Terms of Use.

1.4. The Operator reserves the right to modify the services of the Portal, and/or the Terms of Use, without prior notice.

1.5. The Operator does not guarantee the absence of errors on, or the continued availability of the Portal. The User uses the portal at his/her own risk.

1.6. The Operator is not responsible for any damages that may occur in connection with the use of the Portal and the information available on the Portal, nor does the Operator give any guarantees regarding the error-free nature of the Portal or the information available there.

1.7. All information available on the website, including the page layout and software, is protected under the Copyright Act. The information available on the Portal, as well as the data contained therein, may not be reproduced, distributed or otherwise transferred to third parties without the Operator's prior written permission.

1.8. The Operator reserves the right to unilaterally amend and supplement the Terms of Use at any time, including the restriction or addition of Portal usage options, for the purposes of developing the services provided and to contribute to an improved and safer use thereof.

2. LIMITATION OF LIABILITY CLAUSE

2.1. All products and services referred to on this Portal are subject to the terms and conditions of respective agreements governing their use, and these terms and conditions may be modified from time to time. The products and services referred to on the Portal may not be available for residents of certain countries. Therefore, the services described on this Portal do not constitute an offer to conclude a transaction in any jurisdiction where such an offer may be considered illegal.

2.2. The information available on the Portal does not constitute an offer or invitation to buy any investment-related advice or other product or service, nor an offer to sell these to individuals in a jurisdiction, where such offer or advertisement is not permitted or cannot legally be carried out, or to the persons to whom targeting such an offer or advertisement would be illegal. If you have decided to visit the Portal, you do so at your own initiative and risk and are responsible for compliance with all laws, rules and regulations which apply to you.

2.3. The services that may be available through the Portal are meant for such individuals or companies that are residents in the countries, in which the Operator provides the services. Residents of other countries may only use the services provided via the Portal, when this is permitted under the law applicable in their own country of residence, following the requirements of applicable laws and possible restrictions. Specifically, the services made available through the Portal are not meant for any persons, who are residents of those jurisdictions, where such services are prohibited under the laws regulating the areas of securities, banking and insurance (especially in the United States of America).

2.4. Any content provided through the Portal is intended to be used and must be used for informational purposes only. It is important that the User does its own analysis before concluding any agreements based on the User's own personal circumstances. The User should take independent financial advice from a professional in connection with, or independently

research and verify, any information that is provided on the Website by the Operator or third parties and that the User wishes to rely upon, whether for the purpose of making a decision regarding concluding an agreement or otherwise. Any content, data, information, or publications made available through the Portal are furnished on an as-is basis for the User's convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties are those of the respective author(s) or publisher(s), and not of the Operator. Such information should not be interpreted as approval by the Operator of those content or information the User may obtain from them. The Operator has no control over the content or information of these resources. The Operator disclaims any warranty or representation, either express or implied, that the information in such publications is accurate or complete.

2.5 Use of certain links on the Portal may direct the User to third party feeds, software, websites or mobile applications. The content of such links is not under the control of the Operator, and the Operator is not responsible for the contents of such links. If the User decides to access any third party information linked on the Website, the User does so entirely on its own risk.

3. USER REGISTRATION, PERSONAL IDENTIFICATION, CONCLUSION OF A USER AGREEMENT AND USE OF THE PORTAL

3.1. The Operator allows natural and legal persons who have passed identification checks and have entered into a respective User Agreement to use specific functionalities of the Portal, including to receive loan requests, enter into and/or review funding rounds, make offers of financing, publish declarations of intent and enter into agreements. An unidentified User is not able to use the services of the Portal, except for viewing, modification or supplementation of their own data and personal identification.

3.2. To use certain specific functions of Portal the User must register on the website <https://kirsaninvest.eu>, pass an identity check and sign a respective User Agreement.

3.3. Upon registration, the User provides the Operator with his/her e-mail address to which the operator sends their unique user credentials which are required to log into the Portal. Entry into a User Agreement is permitted only to identified Users or to identified companies which the identified Users can lawfully represent.

3.4. Upon identification process on the Portal, the User provides the Operator with his/her identity documents and personal data including name and surname, date of birth, personal identification code, address of residence, and the like. The operator identifies the User on the basis of the provided data. The data and documents requested for identification are determined at the sole discretion of the Operator.

3.5. User authentication may take from 1 (one) hour up to several working days, depending on the individual's residency, the identity documents submitted and other relevant circumstances.

3.6. All data collected during the course of the registration process as well as the User identification or at a later time, are collected and stored on the Portal in the personal data section. Further information about the Operator collecting, using, disclosing and protecting User's personal data, can be obtained from the Privacy Notice of Kirsan Invest OÜ at https://kirsaninvest.eu/pdf/privacy_notice.pdf.

3.7. The Operator has the right to refuse to register a User or enter into an agreement with a User, at its sole discretion and without providing any reason.

3.8. An identified User has the right to add legal entities affiliated to that User (Corporate Customers) on the Portal. Adding a Corporate Customer is authorised only to legal representatives (member of the management board, procurator, etc.).

3.9. The Operator has the right, at its sole discretion and without providing any reason, to refuse to add a legal entity, and to ask for additional information. Upon adding a Corporate Customer, a Corporate Customer account is created on the system.

3.10. A Corporate Customer may use the Portal through a legal representative who is a natural person and who is identified as a User on the Portal.

3.11. A Corporate Customer undertakes to immediately inform the Operator of any changes in its legal representatives. The Operator has the right to terminate access to a Corporate Customer's account for a User whose right of representation has ended.

3.12. The Operator has the right to modify and reapply the user identification measures of a User at any time, and to utilise other measures of personal identification at its own discretion.

4. COOKIES

4.1. The site contains text files that are stored on the hard drive of a visitor's computer (cookies). Such text files contain information and they are used, amongst other things, to enhance the visitor's experience on the website. Further information about the Operator collecting and using cookies, can be obtained from the Cookie Policy of Kirsan Invest OÜ at https://kirsaninvest.eu/pdf/cookie_policy.pdf