

**GENERAL TERMS AND CONDITIONS OF USE OF THE PLATFORM PROFITUS  
(for Investors)**

**1. General Provisions**

- 1.1. This Contract shall be concluded between the crowdfunding platform Profitus and you (as defined herein below). This Contract shall set forth your rights and duties when you register in the Platform, use the services provided in the Platform, the liability between the parties to the Contract, the principles of operation of the Platform, terms and conditions of procedure for use of the Platform. The annexes hereto, agreements, rules (shall be published in the Platform or may be separately signed by the parties) may set forth the terms and conditions of provision of separate services, special rights and duties applicable to the parties.
- 1.2. This Contract shall come into force when you approve of it at the moment of registration in the Platform (unless otherwise agreed by the parties). Thus, after you approve of separate annexes hereto, agreements, rules, the terms and conditions shall come into force from the moment of approval thereof and shall constitute an integral part hereof. Separate terms and conditions of provision of the services published in the Platform (e.g. rates etc.) to which references are made herein shall also constitute an integral part hereof. In any case, Profitus shall be entitled to request that the respective annexes hereto, agreements, rules were executed and signed between the parties in writing and they shall come into force only from the moment of signature thereof.
- 1.3. If the annexes hereto, the terms and conditions of provision of separate services set out provisions different from the ones set out herein, the provisions of the annexes hereto, the terms and conditions of provision of separate services shall prevail.
- 1.4. Before registering in the Platform and approving this Contract, you must carefully read the Contract, familiarise with [the Privacy Policy](#) and all annexes hereto, agreements or rules applicable to you.
- 1.5. This Contract shall be intended for the persons who are planning to grant Crowdfunding Funds to the Project Owners published in the Platform. If you seek to obtain crowdfunding funds for your Project, you have you familiarise and confirm the [General Terms and Conditions for Use of the Platform Profitus \(for the Project Owners\)](#) and carry out other actions requested by Profitus.

1.6. For the purposes of this Contract, the used terms shall have the following meanings:

<b>"Investment Period"</b>	shall mean the period during which the Investment Amount for funding of the Project is raised.
<b>"Investment Amount"</b>	shall mean the amount of crowdfunding funds raised during the Investment Period for funding of the Project.
<b>"Investor", "You"</b>	shall mean the User investing in the Project published in the Platform.
<b>"Financing Transaction"</b>	shall mean a transaction entered into between the Investor represented by Profitus and the Project Owner through the Platform whereby the Investor grants crowdfunding funds for the Project of the Project Owner.
<b>"User", "You"</b>	shall mean a natural or legal person who concludes this Contract with Profitus and seeks to invest or has invested in the Projects.
<b>Platform</b>	shall mean the crowdfunding platform which is administered by Profitus, accessible at the address <a href="http://www.profitus.lt">www.profitus.lt</a> or

	<a href="http://www.profitus.com">www.profitus.com</a> , through which Funding Transactions are carried out.
<b>"Profitus", "We"</b>	shall mean the crowdfunding platform operator Sutelktnio finansavimo platforma Profitus UAB, legal entity registration number 304570552, with the registered office at the address Vasario 16-osios g. 2, Vilnius, tel. +370 637 60776, el. p. <a href="mailto:info@profitus.lt">info@profitus.lt</a> , register in which data is stored: Register of Legal Entities held by the State Enterprise Centre of Registers, included in the <a href="#">Public List of Crowdfunding Platform Operators</a> held by the Bank of Lithuania.
<b>"Project"</b>	shall mean the Project prepared for satisfaction of business needs, except for consumption, and published in the Platform for which the Project Owner seeks to raise crowdfunding funds.
<b>"Project Owner"</b>	shall mean a person who initiates the Project and publishes it through the Platform with a view to raising the Investors' funds.
<b>"Account"</b>	shall mean a special purpose account administered by Profitus, to which crowdfunding funds for the Project are transferred and from which payments to the Investors are made.
<b>"Contract"</b>	shall mean these General Terms and Conditions of Use of the Platform Profitus (for the Investors) and all separate terms and conditions published in the Platform to which references are made herein.
<b>"Crowdfunding Funds"</b>	shall mean the funds granted by the Investor to the Project Owner through the Platform.
<b>"Security"</b>	shall mean a mortgage, pledge, surety or other Project security transaction.
<b>"Nominal Investor"</b>	shall mean an Investor investing the respective amount of money in the Project published on the Platform and, thus, having better investment conditions described on the Platform

## 2. Platform

- 2.1. The Platform shall be intended for publication of the Projects for which crowdfunding funds are raised from the Investors and enabling the Investors to grant funds for the Projects.
- 2.2. Profitus shall administer the Platform and fulfil the following functions: (i) enable the Project Owners to publish Projects through the Platform with a view to raising funds for financing of the Project; (ii) enable the Investors to invest in the Projects, i.e. enter into Financing Transactions, through the Platform; (iii) before publication of the Project, Profitus shall carry out an assessment of the creditworthiness and reputation of the Project Owner according to the [Rules for the Assessment of Reliability of the Project Owners](#); (iv) enable publishing of information on the Project Owners and Projects and the progress of implementation of the Projects through the Platform; (v) administer payments and debts; (vi) sign the Financing Transactions with the Project Owners on behalf of the Investors; (vii) receive and pay out the Crowdfunding Funds on behalf of the Project Owners; (viii) administer mortgage/pledge, other Securities, exercise the creditor's rights on behalf and in the interests of the Investors; (ix) make recovery from the Securities for the benefit of the Investors; (x) represent and protect the Investors' interests before courts or

assign performance of such actions to third parties and fulfil other functions provided for in the Contract, annexes hereto, the Financing Transactions and legal acts.

### **3. Registration in the Platform**

- 3.1. In order to use the Platform and the services provided by Platform, you have to register in the Platform, provide all documents and information requested by Profitus, approve of this Contract and familiarise with the Privacy Policy.
- 3.2. You can enter into Financing Transactions and grant Crowdfunding Funds to the owners of the Projects published in the Platform only if you confirm your identity in the ways permitted in the Platform. Please note that if you fail to confirm your identity within 6 months from the date of registration in the Platform, Profitus shall be entitled to cancel your account and you will have to register in the Platform anew.
- 3.3. Please note that you may have only one active account in the Platform. The results and accounts of any other subsequent registration may be cancelled without a separate notice.
- 3.4. This Contract may be concluded by the Investor as a natural person or a legal person. You may conclude the Contract only personally on own behalf or on behalf of the legal person lawfully represented by you. The Contract may be concluded on behalf of the legal person only by the head of the legal person or another lawful representative who has powers and/or necessary decisions to grant crowdfunding funds to the Project Owners provided for in the legal acts and/or internal documents of the legal person. You have to provide the documents evidencing the right of representation as well as documents evidencing the right to grant Crowdfunding Funds in the name of the legal person (for example, a decision of the shareholders or the board).
- 3.5. By concluding this Contract you agree to cooperate with Profitus so that Profitus could identify you (and if you are a legal person, identity your representatives and beneficial owners), confirm your contact data and agree and undertake to provide all necessary identity documents and documents, information and clarifications on their activities. According to the regulation applicable in the European Union, we shall be obliged to collect information on you; therefore, Profitus may request for additional information on your operations, origin of funds, planned transactions etc. The requested information depending on the requirements of the legal acts may include original documents or copies thereof and notarised or apostilled copies. All documents must be provided in the Lithuanian or English languages, information must also be regularly updated.
- 3.6. You shall be fully liable for correctness and relevance of the information, data, documents provided by you. If you provide incorrect information, fail to update it in due time what may result in infringement of the powers granted to you/your representative, full liability shall fall on you/persons acting on your behalf.
- 3.7. You are informed and agree that Profitus shall be entitled, at own discretion, to refuse to confirm your registration, confirm your identity and shall have the right to establish additional requirements for your registration or impose restrictions on operations in the Platform, terminate this Contract in accordance with Section 10 hereof "Prohibited Actions".
- 3.8. Your personal data or personal data of your representatives, beneficial owners (if the User is a legal person) shall be processed according to the [Privacy Policy of Profitus](#). If you are a legal person, you as a controller of the data of your representatives and beneficial owners have to ensure that you have notified the data subjects of provision of your data to Profitus and processing of their data as required by the legal acts regulating processing of personal data. In certain cases, Profitus shall be entitled to request the data subjects to provide original written consents/approvals of information on personal data processing.
- 3.9. The account in the Platform may be used only by yourself or only by the head of the legal person or another lawful representative who has the powers on behalf of the legal person. All actions carried out when you log in to the Platform shall be deemed to have carried out by yourself. You understand and certify that all your actions carried out when you log in to the Platform shall be deemed to be your proper consents and

approvals signed by an electronic signature as provided for in paragraph 1 of Article 5 of the Law on the Services of Ensuring the Reliability Electronic Identification and Electronic Transactions .

#### **4. Financing Transactions**

- 4.1. The Projects for which you may grant crowdfunding funds at your own discretion shall be published on the Platform. Profitus shall publish only such Projects on the Platform which, according to the [Rules for the Assessment of Reliability of the Project Owners](#), are assessed as appropriate for publishing in the Platform.
- 4.2. As it has already been mentioned, you may grant crowdfunding funds to the owners of the Projects published on the Platform only if your identity is confirmed by the means permitted in the Platform and no restrictions on operations on the Platform are imposed on you as provided for in Section 10 hereof "Prohibited Actions".
- 4.3. The Platform may publish the following information on the Financing Transactions which may be concluded: (i) the minimum amount of investment per Investor; (ii) amount of the Investment to be raised and/or stages of financing; (iii) interest and periodicity of payment of interest; (iv) other information related to the Financing Transaction.
- 4.4. The Platform shall publish the following information on the Project: (i) the description of the Project; (ii) main Project development risks; (iii) the Investment Period; (iv) amount of the raised funds; (v) financial information on implementation of the Project; (vi) progress of and time limits for implementation for the Project; (vii) other information related to the Project.
- 4.5. Publication of the Project on the Platform or attribution of the risk to the particular Project cannot be considered as a recommendation for investment or another confirmation of the financial stability (creditworthiness) of the Project Owner, reasonableness, viability of the Project, safety of investments in the Project, your possibility to recover the Crowdfunding Funds, possibility to earn return in the form of interest or another form by Profitus.
- 4.6. Generally performance of the obligations to the Investors shall be secured by mortgage, pledge provided by the Project Owner (or a third party) and/or other Securities described in the Projects, for example, guarantee, suretyship etc. The particular Securities used to secure the Financing Transaction shall be indicated in the description of the Project; one Security may be intended for securing several investment raising stages.
- 4.7. Before entering into the respective Financing Transaction for the first time, you must carry out the appropriate test of such transaction (hereinafter referred to as the "*Appropriate Test*") aimed at determining if the Financing Transaction of such type is acceptable to you.
- 4.8. The Appropriate Test shall be carried out by filling in the questionnaire on the basis of which your knowledge about the risk assumed by concluding the Financing Transaction and accumulated investment experience shall be assessed.
- 4.9. Please note that appropriateness of the Financing Transactions to you shall be established on the basis of the information provided by you; you have to carry out the Appropriate Test by yourself, without the help of any persons, you have to answer the questions in a good faith manner. By completing the aforementioned test you certify that you have carried out the Appropriate Test by yourself, on the basis of your knowledge and experience. If you refuse to carry out the Appropriate Test or provide insufficient information, Profitus cannot properly determine if the Financing Transaction is acceptable and appropriate to you.
- 4.10. In case there the results of the Appropriate Test suggest that the Financing Transactions are not acceptable to you or you fail to carry out the Appropriate Test and/or fail to provide full information, Profitus shall warn you and additionally provide information on the investment-related risks, for example, information on possible full or partial loss of funds intended for the Project, risk that you may not earn expected profit, financing liquidity risk as well as other risks incidental to crowdfunding by providing descriptions of such risks.

- 4.11. If after receipt of the additional information provided for in paragraph 4.10 hereof, you enter into the Financing Transaction, you shall certify that the indicated risks are understandable and acceptable to you.
- 4.12. If you decide to enter into a Financing Transaction, you have to indicate the amount of funds you shall invest in the Project and confirm it. Please note that the minimum investment limits may be set for the Project and investment of lower amounts shall not be allowed.
- 4.13. Please note that Profitus shall be entitled to set the investment limits for your investments depending on your experience, retain your investments till it makes sure that you are entitled to invest. Nonetheless, Profitus shall not be obliged to verify your right to invest, thus, you shall be fully liable if you carry out the actions exceeding your powers, have failed to update information on yourself and/or your powers.
- 4.14. If the amount you invest in the Project is higher than the amount indicated in the Project, you shall be considered as the Nominal Investor of the Project and higher interest shall be offered for the Financing Transaction entered into by you. The exact terms and conditions applicable to the Nominal Investors shall be indicated in the Projects.
- 4.15. When you confirm the invested amount, you shall be provided with the terms and conditions of investment in the particular Project with which you have to familiarise. The terms and conditions of investment in the Project shall be deemed to be approved and come into force when you carry out the actions requested in the Platform and transfer the amount of funds you are planning to invest to the Account. You shall also be provided with the terms and conditions of the Financing Transaction which you shall assign to Profitus to sign for familiarisation.
- 4.16. The funds shall be transferred to the Account by the methods of payment indicated and permitted in the Platform. Please note that the Platform may not support the desired methods of payment; thus, if you want to invest, you may have to carry out additional actions, for example, open an account at the institution of the indicated payment service provider etc.
- 4.17. Please note that when you transfer the Crowdfunding Funds to the Account, you cannot cancel your determination to invest and enter into the Financing Transaction.
- 4.18. In all cases, the funds of Profitus shall be separated and kept separate from your funds. Profitus shall use your funds transferred to the Account only for the purposes indicated by you, i.e. financing of the Project for which you enter into the Financing Transaction.
- 4.19. The Financing Transaction shall enter into force when the total Investment amount is raised (or when one amount for one financing stage is raised) and Profitus on behalf of all Investors and the Project Owner sign the Financing Transaction. You shall be notified of entry into force of the Financing Transaction, execution of the Securities, payment of the funds to the Project Owner in the Platform. No additional procedure of signature of the Financing Transaction shall be carried out, except for the cases where Profitus requests you to additionally provide the signed original terms and conditions of investment in the Project, the Financing Transaction, copies thereof, the powers of attorney, consents or other documents related to the Financing Transaction.
- 4.20. The interest payable by you shall be charged from the date following the effective date of the Financing Transaction.
- 4.21. A copy of the signed Financing Transaction (in PDF format) shall be sent to you by e-mail and provided in your personal account in the Platform. You may also find other documents relevant to you in the Platform.
- 4.22. The Investment Amount and the Investment Period shall be separated set for each Project and published in the Platform. In the event of a failure to raise the Investment Amount during the Investment Period (except for the cases of financing by stages and this is indicated in the Project), the following actions may be carried out:
  - 4.22.1. The Investment Period may be extended (Profitus shall evaluate such possibility in advance and publish such information in the Project);

- 4.22.2. The Investment Amount maybe decreased if the Project Owner provides a sufficient amount of evidence that it shall finance the remaining amount by himself from other sources and, having familiarised with the updated Project information, you accept this; in this case, the Investment Period may be extended for the same term;
- 4.22.3. The Crowdfunding Funds which have already been raised may be paid out to the Project Owner and the Investment Period for the remaining Investment Amount may be extended for the same term and you shall familiarise with the updated Project information and accept it;
- 4.22.4. The Project shall be withdrawn from the Platform and the paid funds shall be repaid to you.
- 4.23. By confirming the Terms and Conditions of Investment in the Project you assign to Profitus to carry out any actions and take any decisions including but not limited to conclusion of Financing Transactions, Security transactions (in which Profitus or, at its direction, a third party is indicated as the creditor), represent you before courts, third parties insofar as this is necessary for conclusion and performance, security, enforcement of the Financing Transactions on your behalf or in your interests without separate authorisation (with the right of delegation) insofar as this is necessary for conclusion and performance of the Financing Transactions. Profitus shall carry out the actions provided for in this paragraph only in your interests. You agree that, at the request of Profitus, you shall provide the power of attorney to carry out such actions of the form established in the legal acts.
- 4.24. Profitus shall be the holder of the Account in which the funds intended for the Financing Transactions are stored. When you transfer the funds to the Account, you shall be deemed to have granted the Crowdfunding Funds directly to the Project Owner. Profitus shall be granted the right and powers to transfer the raised Crowdfunding Funds to the Project Owner. Profitus shall transfer the funds from the Account to the Project Owner when the Financing Transaction is signed with the Project Owner and the Project Owner provides the Securities (unless the Securities were provided earlier).
- 4.25. In case if the number of the Investors willing to enter into the Financing Transactions is higher than the Investment Amount, priority shall be given to the Investor who first transfers the funds to the Account (except for the cases where the Crowdfunding Funds transferred by the Investor are retained in accordance with the procedure established herein). In the light of the above, you shall understand and agree that your funds may be transferred after the date of full financing of the Project; thus, the Financing Transaction shall not be concluded on your behalf or you shall be offered to enter into the Financing Transaction for a lower amount. In such case, Profitus shall notify you and repay the funds or a part thereof to you.
- 4.26. In case if other circumstances which may reasonably have adverse effects to the assessment of the Project Owner and/or implementation of the Project occur during the Investment Period, the Project shall be withdrawn from the Platform, your terms and conditions of investment in the Project shall be annulled and Profitus shall repay the funds to you. Such actions carried out by Profitus shall not grant you the right to request for indemnification of losses.
- 4.27. In certain cases, raising of the Investment Amount may be cancelled by the Project Owner by paying the respective fee.
- 4.28. Other terms and conditions of conclusion and implementation of the Financing Transactions shall be defined in the Terms and Conditions of Investment in the Project, the particular Financing Transaction.

## **5. Failure to Perform Financial Transactions**

- 5.1. If the Project Owner fails to settle accounts in accordance with the concluded Financing Transactions not through your fault, Profitus (or the third party authorised by Profitus) shall carry out the actions of administration and implementation of the Financing Transactions and the Securities for which the fee set forth in the Fees shall be paid to Profitus. For the purposes of administration of the Financing Transactions, Profitus or the third party engaged by Profitus shall be entitled to assume all necessary actions in

administration and realisation of the Securities provided by the Project Owner, in awarding the debts from the Project Owner.

- 5.2. The debts of the Project Owner shall be recovered in accordance with the [Procedure for Recovery of the Debts of the Platform Profitus](#).
- 5.3. The funds recovered from the pledged property, other Securities, other property of the Project Owner less the costs and taxes incurred by Profitus as specified in the Fees, the costs incurred by other persons acting on your behalf shall be used for satisfaction of the claims of the Investors whose claims have been secured by the respective Security.
- 5.4. The Securities may be realised by the method chosen by Profitus in accordance with the legal acts of the Republic of Lithuania:
  - 5.4.1. by selling the pledged property at the public auction; or
  - 5.4.2. by selling the pledged property at a non-public auction; or
  - 5.4.3. by selling the pledged property to the third party chosen by the collateral provider provided that a prior consent of Profitus is obtained; or
  - 5.4.4. in any other way permitted by the law.
- 5.5. Other terms and conditions of non-performance of the obligations shall be indicated in the particular Financial Transactions.

## **6. Fees**

- 6.1. Information on the fees applicable in the Platform, the procedure for payment thereof shall be provided in the Fees. By certifying this Contract, you shall also confirm that you have familiarised with it and that you have undertaken to pay them in accordance with the established terms and conditions and under the established procedure. The fees set out in the Fees may be deducted from the amounts transferred by you or repayable to you.
- 6.2. Please note that you have to pay all fees related to the income received from the concluded Financing Transactions applicable to you and other applicable fees by yourself; for the sake of clarity, Profitus shall not be obliged and shall not make any deductions or tax withholdings unless this is mandatory according to the valid legal acts of the Republic of Lithuania.
- 6.3. You agree that Profitus shall be entitled to deduct the payments due to it from your funds held in the Account or your accounts linked to the System at the payment partners. Such deductions shall be deemed to be properly authorised.

## **7. Procedure for Communication between the Parties**

- 7.1. You must indicate your telephone number and e-mail address to Profitus and confirm them. You agree that the telephone number and e-mail address indicated by you were used for communication between Profitus and you, i.e. for the purposes of provision of information on the Contracts or other terms and conditions applicable to you, changes therein, powers, new Projects, other relevant information. The information shall also be published in the Platform. You shall also agree that, in certain cases, Profitus shall also communicate with you through social networks.
- 7.2. You may address Profitus in the Lithuanian or English languages.
- 7.3. You must immediately notify Profitus of any changes in your contact details by updating the information in the account on the Platform. Profitus shall act in accordance with the latest known information on you and consider it correct; therefore, Profitus shall not be liable if you do not receive information in due time by reason that you have failed to update your contact details and, thus, you incur losses.

7.4. You may communicate with the Project Owner only by the means specified in the Platform. Please do not contact the Project Owner in order to obtain any information on the Project other than indicated in the Platform by any other means, such your actions may be deemed to be unlawful and result in the respective legal consequences, for example, restriction on investment in the particular Project.

## **8. Amendments to the Contract**

- 8.1. Profitus shall be entitled to unilaterally amend and/or supplement the Contract, annexes thereto by giving a notice in the ways provided for in Section 7 hereof "Procedure for Communication between the Parties".
- 8.2. You shall be notified of the changes in the rates of the fees and the procedure for payment of the fees, amendments to the Privacy Policy 30 calendar days to the effective date of the changes. You shall be notified of other amendments to the terms and conditions applicable to you not later than on the date of amendment to the terms and conditions.
- 8.3. Use of the Platform by you after amendment of the Contract or separate terms and conditions thereof, annexes thereto shall imply your acceptance of the amendment of the Contract.
- 8.4. You shall not be entitled to unilaterally amend the terms and conditions of this Contract, annexes thereto.

## **9. Termination of the Contract**

- 9.1. This Contract may be terminated by mutual agreement between the Parties.
- 9.2. You shall be entitled to terminate this Contract by giving a 30 days' notice to Profitus if at the moment of termination of the Contract you do not have any valid Financing Transactions.
- 9.3. Profitus shall be entitled to terminate this Contract without notice in the cases provided for in Section 10 hereof "Prohibited Actions" as well as in cases if Profitus terminates the General Terms and Conditions of Use of the Platform Profitus (for Project Owners) with you, in other cases provided for in the Contract.
- 9.4. In case of termination of this Contract, your account in the Platform shall be cancelled but data on you, the Financing Transactions entered into by you shall be further stored for the purposes, within the time limits and under the procedure established in the Privacy Policy and legal acts.
- 9.5. In case of liquidation or bankruptcy of Profitus, the Financing Transactions shall remain in force and shall be implemented by the parties so as if they were entered into without participation of Profitus.

## **10. Prohibited Actions**

- 10.1. When using the Platform, the following shall be prohibited:
  - 10.1.1. to breach this Contract, the Financing Transactions, other agreements concluded between the Parties, legal acts including but not limited to the requirements for prevention of money laundering and terrorist financing;
  - 10.1.2. to use the Platform for any unlawful purposes including but not limited to the following: swindling, money laundering, terrorist financing, unlawful provision of financial services etc.
  - 10.1.3. to provide to Profitus incorrect or false information, not to provide Profitus with the requested information, documents, not to update it in due time;
  - 10.1.4. to act in the name and/or on behalf of third parties on the Platform, provide financial services to such persons;
  - 10.1.5. to spread computer viruses or take other actions which may result in malfunctions, failures of the Platform or cause other damage to Profitus;
  - 10.1.6. to finance the Project in the ways other than through the Platform, obtain information on the Platform in unlawful ways;



- 10.1.7. to transmit or enter data which could contain software viruses or any other code, files or applications intended for disturbing, restricting or damaging the functions of the Platform or equipment thereof, software or communication equipment including the applications which automatically track, use and/or save the information available/provided in the Platform;
- 10.1.8. to use other systems for login to the Platform or using it;
- 10.1.9. to promote and/or advertise other identical or similar platforms or other sources of funding;
- 10.1.10. to disclose own data of login to the Platform to any third parties, use the passwords of third parties and other login data;
- 10.1.11. to enter into Financing Transactions by breaching the legal acts applicable to you, entered into contracts, agreements or court judgements;
- 10.1.12. if you are a legal person (a representative thereof), to conclude the Contract or Financing Transactions by violating the requirements of the legal acts and your internal documents, the powers granted to you, permits;
- 10.1.13. to carry out other actions which may pose risk to Profitus.
- 10.2. If Profitus has suspicions that you have carried out prohibited actions, Profitus may take actions to protect its interests, your interests or interests of third parties, for example:
  - 10.2.1. to close or restrict access to your account;
  - 10.2.2. to restrict your activities in the Platform, set the investment limits;
  - 10.2.3. to prevent conclusion of the Financing Transactions or terminate them;
  - 10.2.4. to restrict the funds in the Account transferred by you for the Financing Transaction, contributions of the Financing Transactions, interest, other payments repaid to the Account for you;
  - 10.2.5. to notify the competent public authorities of your activities;
  - 10.2.6. to terminate this Contract without prior notice;
  - 10.2.7. to assume other legal measures.
- 10.3. We shall provide relevant information on the measures applied in your respect; however, in certain cases, we cannot do this due to the requirements of the legal acts governing prevention of money laundering and terrorist financing or other legal acts.
- 10.4. If Profitus applies the measures provided for in this Section, you shall not be entitled to request for compensation of damages.

## **11. Liability**

- 11.1. Each Party shall be liable for all fines, penalties, losses incurred by the other Party due to a breach of the Contract committed by the Party at fault. The Party at fault shall undertake to indemnify the aggrieved Party against the direct losses incurred as a result of arising of such liability. In all cases, the liability of Profitus hereunder shall be limited in accordance with the following provisions:
  - 11.1.1. Profitus shall be liable only for direct losses incurred as a result of a direct and material breach of this Contract related to the activities of Profitus as a crowdfunding platform operator through intention or gross negligence of Profitus and only for such losses which could be reasonably expected by Profitus at the moment of breach of the Contract;
  - 11.1.2. Profitus shall not be liable if the funds invested by you may be not repaid due to the financial difficulties incurred by the Project Owner or other circumstances falling within the liability of the Project Owner;
  - 11.1.3. In all cases, Profitus shall not be liable for the profit and income not received by you, loss of the reputation, loss or failure of the business, indirect losses;

- 11.1.4. Profitus shall not be liable for any malfunctions of the Platform preventing entering into of the Financing Transactions chosen by you, the measures applied in respect of you according to Section 10 hereof "Prohibited Actions".
- 11.2. The actions of Profitus shall in no case include and may be interpreted as including the following activities:
  - 11.2.1. financial intermediation (agency activities);
  - 11.2.2. provision of a guarantee or another security that the Project Owners shall properly perform the financial obligations assumed by them towards the Investors;
  - 11.2.3. grant of loans or other financing;
  - 11.2.4. provision of legal services;
  - 11.2.5. administration of real property transactions or consultancy on related issues;
  - 11.2.6. provision of payment services and/or issue of electronic money.
- 11.3. Profitus shall only administer the Platform; thus, Profitus shall not be liable and cannot be deemed to be responsible for:
  - 11.3.1. non-performance of the obligations of the Project Owners;
  - 11.3.2. correctness, fullness of the data provided by you or the Project Owner and conformity of such data to the facts;
  - 11.3.3. your actions/the actions of your representatives exceeding the granted powers;
  - 11.3.4. the actions of the payment service providers, partners identifying the person including failures in relation to use of your accounts, the Accounts, insolvency, bankruptcy or other actions of the service providers;
  - 11.3.5. the actions and/or omission of action of third parties which would result in a failure of use of the Platform and/or Profitus services;
  - 11.3.6. correctness and accuracy of the forecasts of the Project Owner and/or the Project including the financial indicators provided in the Platform;
  - 11.3.7. unlawful behaviour of other persons and/or breaches of the Contract, non-performance of the obligations under the Financing Transactions;
  - 11.3.8. losses if they arise due to force majeure including malfunctions of the communication, electronic data exchange and payment systems;
  - 11.3.9. obligations which, according to the valid legal acts including tax legislation may arise when the Users enter into and/or perform the Financing Transactions, except for the cases where the tax legislation provide for the particular mandatory tax declaration, deduction and/or payment liabilities for Profitus;
  - 11.3.10. losses if they have arisen due to the amended requirements of the legal acts including the recommendations, guidelines or positions of the supervisory authorities.

## **12. Security and Risks**

- 12.1. Please note that investment in the Project is related to certain risk factors and your funds intended for implementation of the Project may be not repaid and/or not earn any return due to the financial difficulties, insolvency of the Project Owner or other circumstances and Profitus shall in no cases and under no circumstances assume liability for the losses incurred by you or income not received by you.
- 12.2. When concluding the Financing Transactions, you have to assess the risk posed by the transactions and acceptability thereof to you; thus, if necessary, use the specialists' consultations.

- 12.3. You may familiarise with the risks posed by the particular Project in the documents published together with the Project and the information on the risks related to crowdfunding shall be presented in the Description of the Investment Risks of Sutelktinio finansavimo platforma Profitus UAB.
- 12.4. Please also note that the insurance coverage provided for in the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors is not applicable to crowdfunding. Nevertheless, in assessment of the reliability of the Project Owners Profitus shall apply the highest standards and publish only the Projects assessed according to the [Rules for the Assessment of Reliability of the Project Owners](#) in the Platform.
- 12.5. Please note that Profitus shall provide financial services; thus, you have to take every action to protect your data of login to the Platform as well as data of login to own accounts at the payment service providers, devices used for login and means used for communication, for example, e-mail.
- 12.6. In order to ensure protection of your interests, we recommend:
  - 12.6.1. to create unique passwords consisting at least of 8 symbols using upper-case and lower-case letters, digits or special symbols;
  - 12.6.2. not to include personal information on yourself, your family members, pets etc. and easily guessed information, for example, names, passwords, dates of birth, addresses or fragments thereof in the passwords. Besides, they should not be made of easily remembered or guessed combinations;
  - 12.6.3. the passwords should be changed every three months;
  - 12.6.4. the same passwords cannot be used several times (in succession or in several systems);
  - 12.6.5. the passwords should not be put down or otherwise recorded (except for special password storage applications); besides, they cannot be disclosed to third parties;
  - 12.6.6. the e-mail box and telephone number used for communication with Profitus must be used only by you, protected by passwords the rules for formation of which are described herein above;
  - 12.6.7. you should protect all devices used for receipt of services through the Platform against viruses; you should use only legal software in them, not to leave the devices unattended, not to allow any third parties to use them.

### **13. Intellectual Property**

- 13.1. The Platform, websites, trademarks and all intellectual property rights available therein including but not limited to any content shall belong to Profitus. Intellectual property rights shall mean such rights as trademarks, copyrights, domain names, database rights, design rights, patents and all other intellectual property rights irrespective of whether they are registered or not. Copying, imitation or use thereof without a prior written consent of Profitus shall be prohibited.
- 13.2. The material, information, content provided in the Platform may be copied, transmitted, stored, reproduced, printed or otherwise used only for personal purposes and only insofar as this is related to use of the services provided by the Platform and Profitus.
- 13.3. Nothing contains therein shall grant you the right to the Platform and/or the website, except for the ones necessary for receipt of the services.
- 13.4. The Platform shall be provided as it is without any express or implied or statutory rights. Profitus shall not guarantee that operation of the Platform shall be uninterrupted or free of errors. Profitus shall not be liable for any failures of the services including but not limited to failures or other malfunctions of the Platform which may affect conclusion of the Financing Transactions.

### **14. Final Provisions**

- 14.1. Each Party shall certify that it/he has all necessary permits and licences to carry out the actions necessary for performance of this Contract as required by the applicable legal acts.

- 14.2. You shall not be entitled to assign any rights and duties arising out of this Contract, the Financing Transactions to third parties without a prior written consent of Profitus.
- 14.3. If any provision hereof is declared invalid, the remaining provisions hereof shall remain in force.
- 14.4. The Contract, the Financing Transactions shall be governed by the law of the Republic of Lithuania.
- 14.5. All disputes between you and Profitus shall be resolved by negotiations. Any disagreements between you and Profitus including any disagreements between you and the Project Owners shall be resolved in accordance with the [Procedure for Examination of Complaints and Resolution of Disputes](#). In the event of a failure to reach an agreement, the dispute shall be resolved in court under the jurisdiction of which the dispute would come in accordance with the legal acts of the Republic of Lithuania and the address of the registered office of Profitus.
- 14.6. If you are a natural person concluding this Contract for consumption purposes, at your request, this Contract, any information related thereto may be provided to you in a paper form.