

Terms & Conditions

1. Definitions

Agreement	An agreement of a user of the Tech Consultancy Management Partners Service concluded between the User and Tech Consultancy Management Partners (including present Terms and Conditions). Valid version of Terms and Conditions is available at Tech Consultancy Partner's web-page.
Assignee	A User, who has purchased a Claim from the Assignor, thereby replacing the Assignor.
Assignment Agreement	An assignment agreement concluded between the Creditor as the Assignor and the User as the Assignee, and pursuant to which the Creditor (the Assignor) transfers a Claim arising from the Loan Agreement to the User (the Assignee).
Assignor	A Creditor (Loan Originator or User), who, pursuant to the Assignment Agreement, assigns the Claim to another User (the Assignee).
Auto Invest	An application for automatic purchases of Claims, functioning according to the User's selected settings and used by the User to purchase Claims on his/her own behalf in accordance with the selected settings.
Bonus	An additional rate of interest occasionally applied to some products purchased by some Users. A claim to the Bonus may only be made by the User on investments maintained for the full term of the product.
Borrower	A natural person or legal entity, wherewith the Loan Originator has concluded a Loan Agreement where the respective person is a borrower or other type of party which owes or will owe money to the Loan Originator.
Borrower's Repayments	Payments executed by the Borrower for the Loan repayment, Interest, contractual penalty, late payment interest, and/or other ancillary claims arising from the Loan Agreement.
Business Day	Any day, on which banks in Estonia are operating, except Saturdays, Sundays, and public holidays.
Claim	A Creditor's monetary right to claim or a part thereof towards the

	Borrower, arising from the Loan Agreement. The Claim can consist of the Loan principal, Interest, and other ancillary claims in full or partial amount, complying with the rights of the Assignor, if applicable, to establish exceptions. The Claim might be assigned in full or partially. Among others, all or some of the ancillary claims might not be assigned at all. Detailed amount and composition of the Claim assigned is established in the Assignment Agreement. The Claim might be fully or partially secured with Collateral, but not necessarily. In any case, the Collateral shall be assigned in no case.
Claim Amount	A Loan or a part thereof and ancillary claims or part(s) of them (if assigned any), to the extent (in total) whereof the Assignor transfers a Claim to the Assignee.
Claim Application	A User's application concerning a purchase (transfer) of a single or multiple Claims selected by the User.
Claim Price	The price for a Claim transfer agreed upon between the Creditor and User and established in the Assignment Agreement, consisting of the Claim Amount and the discount or mark-up (if any).
Collateral	<p>A Loan Originator's pledge rights on real estate, movable property, or aggregation of property, a third party guarantee, title to a vehicle or any other legally permissible means of securing the fulfilment of the Borrower's obligations arising from the Loan Agreement if expressly indicated among other information about the Claim on the Platform (if any).</p> <p>The Claim is to be assigned without Collateral. For the purposes of the Agreement, the contractual penalty, late payment interest and other ancillary claims arising from the Loan Agreement, shall not be considered as a Collateral (they are ancillary claims).</p>
Creditor	Loan Originator, User or Tech Consultancy Management Partners, who owns a Claim towards the Borrower.
E-Money Provider	A licenced provider of E-Money services chosen by Tech Consultancy Management Partners or the Creditor which provides segregated bank accounts and e-money emission to the Users of Tech Consultancy Management Partners.
Interest	Remuneration for the use of the Loan, calculated pursuant to the Loan Agreement and payable by the Borrower.
Loan	The principal amount of the loan issued to the Borrower in compliance with the Loan Agreement and yet not repaid or a part thereof, which,

	pursuant to the Assignment Agreement shall be repaid by the Borrower to the Loan Originator, and which Tech Consultancy Management Partners transfers to the Assignee after it is received from the Loan Originator.
Loan Agreement	A loan, lease, credit agreement or some other financial arrangement of a different nature concluded between the Loan Originator and the Borrower.
Loan Originator	A lending company which is the Creditor, who, in compliance with the co-operation agreement concluded between the Creditor and Tech Consultancy Management Partners, has authorized Tech Consultancy Management Partners to transfer the Loan Originator's Claims towards the Borrower, by using the Platform, and on behalf of the Creditor, to take other steps prescribed in the Agreement and in the Assignment Agreement.
Management of Claim	The actions that the Loan Originator, Tech Consultancy Management Partners or other party are permitted to take, according to the Assignment Agreement or other agreement concluded with the Assignee, as the fiduciary of the Assignee with respect to the Claim. Management of the Claim may be referred to as servicing of the Claim in some Assignment Agreements and other agreements.
Minimum Claim Amount	The minimum amount of a single Claim as established by Tech Consultancy Management Partners. The amount of the Claim, along with markups and discounts (if any) form the Claim Price.
Tech Consultancy Management Partners	<p>Tech Consultancy Management Partners OÜ, registered and existing under the laws of Estonia, with registration code 14580113, Estonian Value Added Tax number EE102104260, telephone number +44 20 8638 8751 and e-mail address info@techconmgmtpartners.com.</p> <p>Tech Consultancy Management Partners's contact in Estonia is Sunny Finants OÜ, with address Järvevana road 9-40, City Center district, 11314 Tallinn, Estonia. This address is considered as the Estonian contact address of Tech Consultancy Management Partners.</p>
E-Money Provider Account(s)	The bank account(s) to which, pursuant to the present Terms and Conditions, the User's funds are deposited for carrying out transactions and which is held by an E-Money Provider and is separate from other property of Tech Consultancy Management Partners, subject to the provisions of Law On the Prevention of Money Laundering and Terrorism Financing or the requirements arising from the European Union law concerning the prevention of money laundering and terrorism financing.

TECH CONSULTANCY MANAGEMENT PARTNERS, OÜ.

Parties	The User and Tech Consultancy Management Partners.
Platform or Portal	Any sites or systems created by a Tech Consultancy Management Partners provider, allowing the Users to use various services offered by Tech Consultancy Management Partners.
Price List	Current Price List of the services offered by Tech Consultancy Management Partners, being an integral part of the Agreement.
Privacy policy	The privacy policy of Tech Consultancy Management Partners.
Registration Application	An application submitted by the User in compliance with Section 2 of the Terms and Conditions for the registration and for the use of the offered services in compliance with the Terms and Conditions.
Service(s)	Any service provided by Tech Consultancy Management Partners.
Service Fee	Fees detailed in the Price List of Tech Consultancy Management Partners, which the User pays to Tech Consultancy Management Partners, for each of the indicated Services, according to the stipulations of this Agreement, the Assignment Agreement and the Price list.
Terms and Conditions	The present terms and conditions of Tech Consultancy Management Partners user agreement, applicable to all Agreements concluded between the Users and Tech Consultancy Management Partners and to all transactions entered in the Portal by the User.
User	A person, whether legal or physical, registered with the Portal as its user, including an Assignor, Assignee or Creditor.
User's Account	An account opened in the name of the User in a bank, credit institution, payment institution or electronic money institution, subject to the provisions of Law On the Prevention of Money Laundering and Terrorism Financing or the requirements arising from the European Union law concerning the prevention of money laundering and terrorism financing.
User's ID Number	A personalized number of each User, used by Tech Consultancy Management Partners to identify the User. The User's ID Number is also used when deposits are made to the User's Virtual Account.
User's Profile	The User's personal site on the Portal, which is automatically created after the User registers on the Portal and is constantly available to the

	User after entering the User's email address and password on the Portal.
Verification Website	The third-party User identification and identification document verification service provider.
Virtual Account	A separate account provided for each User by Tech Consultancy Management Partners for making and recording settlements and transactions arising from the Terms and Conditions, Assignment Agreement and Loan Agreement.

2. Registration and creation of a User Profile

1. Only registered Users, who have concluded an Agreement with Tech Consultancy Management Partners, personally or through their legal or voluntary representatives, are entitled to use the services offered, personally or through their legal or voluntary representatives on the Platform.
2. In order to submit a Registration Application and to conclude an Agreement, the User must be eligible, and the User shall confirm that, throughout the use of any Services or representatives, shall be eligible according to the following criteria:
 1. The User is a natural person or legal entity;
 2. If the User is a natural person, the User must be at least 18 years old;
 3. The User must have a User's Account, and the User must be authorized to freely handle such account and funds contained therein (if any);
 4. The User is not insolvent, no insolvency procedures of the User have been decided or announced and no insolvency application have been submitted to the court.
 5. Pursuant to a judgment that has taken effect, the User does not declare having limited legal capacity due to disorders of mental nature.
3. The User shall acknowledge that, at the time of submitting the Registration Application and at the conclusion of the Agreement, he/she/it is fully legally capacitated and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.
4. The User shall register on the Platform, by filling in a Registration Application and confirming the present Terms and Conditions. After the User registration, a User's Profile and a Virtual Account is created. Upon registration of the User, Tech Consultancy Management Partners assigns a unique User's ID Number.

5. To access and use the User's Profile, Tech Consultancy Management Partners identifies the User via the unique ID Number of the User.
6. If the User is a legal entity then Tech Consultancy Management Partners is entitled to perform identification of the representative of the User, by applying the same procedures as in the case of a User who is a natural person (an individual).
7. To conclude the Agreement, to use the services offered, and to purchase Claims, the User, personally or throughout her/his/its legal or voluntary representatives, must take the steps prescribed in Section 3 of the present Terms and Conditions to enable Tech Consultancy Management Partners to identify the User.
8. Tech Consultancy Management Partners may refuse the registration of a User and activation of a User's Profile, also close the current User's Profile and Virtual Account and stop providing the Services without giving a reason for the refusal.
9. The User's Profile is private, and only the owner of the User's Profile (the User) is authorized to enter into and use it.
10. The User is obligated to keep consecutively updated his/her/its contacts in the Portal/User's Profile (including his/her/its and his/her/its representatives names, postal addresses, email addresses, telephone numbers etc.). Until the User has not changed them in the Portal/User's Profile or notified Tech Consultancy Management Partners about the new contacts via post or e-mail, the contacts inserted by the User in the Registration Application are considered to be the right and valid ones.

3. User identification and confirmation of transactions

1. In order to fulfil the legal obligations under the applicable laws and regulations, before the User may use the services on the Platform and during the cooperation with the User under the Agreement, Tech Consultancy Management Partners performs the due diligence of the User, which includes, but is not limited to, identification of the User, obtaining information on country of residence, citizenship and/or country of birth, asserting the beneficial owner, obtaining information on the source of funds, obtaining information on the purpose and nature of the business relationship.
2. Tech Consultancy Management Partners identifies the User, directly or through her/his/its legal or voluntary representatives, according to the rules of the internal control system of Tech Consultancy Management Partners in one of the following ways:
 1. Personally, or through her/his/its legal or voluntary representatives, before the conclusion of the Agreement, the User fills in the User Registration Application and submits identification documents requested by Tech Consultancy Management Partners;

2. Remotely, as the User transfer funds to the E-Money Provider Account from the User's Account after the User is registered. In such case Tech Consultancy Management Partners identifies the User, by using the information received from the bank, payment institution or electronic money institution. The User must indicate the User's ID Number indicated in the User's Profile as the purpose of payment. Alternatively, via Verification Website, where the User submits a photo and video of the User's face and identification document. In such case Tech Consultancy Management Partners identifies the User, by using the information received from the Verification Website.
3. In order to identify the User adequately, Tech Consultancy Management Partners may, at its sole discretion, at any time, upon getting in touch with the User or her/his/its legal or voluntary representatives, request additional documents or information confirming the User's identity and for fulfilling other legal obligations coming from law (including concerning the prevention of money laundering and terrorism financing) and unilaterally determine any additional requirements related to the previous, as well as introduce changes in the User identification process and other processes. The User is obligated to fulfil immediately all the documents and information requirements.
4. If the Agreement is concluded in person, the Agreement between Tech Consultancy Management Partners and the User shall be deemed entered into and it shall become effective at the time when both Parties have signed it. If the Agreement is concluded remotely, and/or through the User's legal or voluntary representatives, the Agreement between Tech Consultancy Management Partners and the User shall be deemed entered into and it shall become effective at the time, when the User has confirmed the present Terms and Conditions and Tech Consultancy Management Partners has identified the User and activated the User's Profile.
5. The User's Profile shall be deemed activated as from the moment the equivalent amount of electronic money has been debited in the Virtual Account of the User. The User would be entitled to examine the concluded Agreement and all Assignment Agreements on the User's Profile.
6. A Registration Application filed in compliance with procedures established in the Terms and Conditions and depositing funds on the E-Money Provider Account confirms that the User wishes to use the Services offered therein pursuant to the Agreement provisions.
7. The User's activities performed after agreeing to these Terms and Conditions shall be regarded as the User's signature or acceptance. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by the User via the Portal or otherwise after entering the User's email address and password as prescribed on the Portal shall be binding.
8. The User's password is deemed confidential information that the User and Tech Consultancy Management Partners undertake not to divulge and shall undertake to

prevent that third parties can find it out. The User must keep the User's password in a secure manner, as well as regularly, however not less frequently than after a period prescribed by Tech Consultancy Management Partners, change/update the password.

9. If the User's password has become known or may have become known to a third party, the User must immediately inform Tech Consultancy Management Partners about it in writing or over the telephone, at which time Tech Consultancy Management Partners shall block access to the User's Profile until, on the grounds of the User's application, the User is given a new User's password and the User has given an instruction to Tech Consultancy Management Partners to unblock the User's Profile.
10. Tech Consultancy Management Partners is entitled to, however is not obliged to, block access to the User's Profile in cases, when Tech Consultancy Management Partners suspects that the User's Profile has been accessed without due authorization, including, if Tech Consultancy Management Partners suspects that the User's password has become known or may have become known to a third party or Tech Consultancy Management Partners has suspicions of the execution of illegal transactions, as well as in cases established in valid law and in other cases at the discretion of Tech Consultancy Management Partners, in other cases at the discretion of Tech Consultancy Management Partners, in order to ensure safety of Services, inviolability, confidentiality of the User and/or other Tech Consultancy Management Partners' clients or to prevent losses that might be inflicted upon Tech Consultancy Management Partners or the clients.
11. Tech Consultancy Management Partners shall be entitled not to approve a transaction and use other means for not providing the Services or to stop providing the Services, if:
 1. The User fails to comply with the Terms and Conditions;
 2. Tech Consultancy Management Partners has suspicions about the identity of the User or the User does not provide the documents or information asked by Tech Consultancy Management Partners;
 3. Tech Consultancy Management Partners has not been able to contact the User to confirm the content of the transaction;
 4. The User's instruction is unclear or distorted;
 5. In other cases stipulated in any other clause or paragraph of the present Terms and Conditions or valid law.
 6. Tech Consultancy Management Partners has suspicions about possible money laundering or terrorism financing.

4. Virtual Account and adding funds

1. The E-Money Provider shall accept funds from the User in exchange for an equivalent amount of electronic money on the Virtual Account.
2. The User, directly or through her/his/its legal or voluntary representatives, shall be entitled to add funds to the Virtual Account only on his/her/its own name, by wiring the funds from the User's Account to her/his/its E-Money Provider Account.
3. When adding funds to the Virtual Account, the User or her/his/its legal or voluntary representatives must indicate the User's ID Number indicated in the User's Profile as the purpose of payment. If the User makes a payment without indicating the User's ID Number, then Tech Consultancy Management Partners shall be entitled to consider such payment as non-executed before the User is identified.
4. Funds deposited by the User into the Virtual Account pursuant to the present Terms and Conditions shall be kept on the E-Money Provider Account. No interest shall accrue or be paid to the User for the User's funds kept on the E-Money Provider Account.
5. Tech Consultancy Management Partners is entitled to use the User's deposited funds only pursuant to the User's orders, the provisions of the Agreement, the Assignment Agreement. When Tech Consultancy Management Partners transfers the User's funds, which are deposited into the E-Money Provider Account, (always segregated, virtually or otherwise, from any Tech Consultancy Management Partners account at any bank, credit institution, payment institution or electronic money institution), to a recipient defined by the Creditor pursuant to the Assignment Agreement entered into by the User, the amount of electronic money on the Virtual Account will be simultaneously reduced by an equivalent amount.
6. The funds transferred by the User to an E-Money Provider in compliance with the present Terms and Conditions shall be regarded as funds only to perform the task assigned. Accordingly, the respective funds shall remain completely separated from Tech Consultancy Management Partners bank, credit institution, payment institution or electronic money institution accounts and shall not appear on the financial statements of Tech Consultancy Management Partners. The User shall confirm that, when depositing the funds on the E-Money Provider Account, he/she/it shall not be fully depositing the mentioned funds to form a part of Tech Consultancy Management Partners property, but instead he/she/it shall retain the necessary rights to demand towards the E-Money Provider for the amount indicated on the Virtual Account.
7. The User shall deposit funds into the E-Money Provider Account to supplement the Virtual Account in the euro money only. If the User is making a payment in a different currency, then Tech Consultancy Management Partners may, at its sole discretion, exchange the relevant amount to euro according to an exchange rate established through a credit institution at its choice or by the Bank of Estonia on the day of

receiving the payment which may lend this currency exchange service. Any costs related to money deposits shall be borne by the User.

8. If the User has owned no Claims for more than 12 (twelve) consecutive months, Tech Consultancy Management Partners shall be entitled to close the Virtual Account. If the Virtual Account has a positive balance of funds, then they shall be returned to the User's Account.
9. The User shall be entitled to request, at any time, that Tech Consultancy Management Partners disburse the funds on the Virtual Account to the User's Account, from which the User previously has made transfers to the E-Money Provider Account. Tech Consultancy Management Partners, via the E-Money Provider, orders the payment of the funds existing in the Virtual Account to the User on the grounds of an application filed by the User on the User's Profile, by wiring the funds in the amount established in the User's application to the User's Account. Tech Consultancy Management Partners shall be entitled to withhold funds for bank commission fees from the funds on the Virtual Account or from the funds to be transferred to the User, providing the pertinent orders to the E-Money Provider.
10. If the User wishes that Tech Consultancy Management Partners should disburse the funds existing in the Virtual Account to the User to a different bank, payment institution or electronic money institution account of the User, from which the User has not previously transferred funds to the E-Money Provider Account, before submitting an application on the disbursement of funds referred to in Clause 4.9. of the Terms and Conditions, the User shall provide Tech Consultancy Management Partners with all of the information that is necessary to make sure that the indicated new account is opened in the name of the User in a bank, credit institution, payment institution or electronic money institution, which is subject to the provisions of the applicable Laws On the Prevention of Money Laundering and Terrorism Financing or the requirements of the competent authorities concerning the prevention of money laundering and terrorism financing.
11. Tech Consultancy Management Partners, providing the pertinent orders to the E-Money Provider, shall be entitled to make deductions from the Virtual Account in order to ensure that the User's obligations arising from the Agreement and the Assignment Agreement are performed, including for the payment of Tech Consultancy Management Partners commission fees. Upon making deductions from the User's Virtual Account, Tech Consultancy Management Partners shall transfer an equivalent amount from the E-Money Provider Account to another bank account of Tech Consultancy Management Partners, the funds wherein form a part of Tech Consultancy Management Partners property according the present Terms and Conditions.
12. It is illegal to deposit funds gained through unfair means into the Virtual Account, as well for using the Virtual Account, Portal or Services for money laundering, terrorism financing or for some other prohibited activities or purposes. In case of such suspicious transactions, the relevant national or EU authorities shall be notified, and

this can lead to freezing all funds on the Virtual Account, as well as to closing of the Virtual Account and confiscation of funds.

13. If at the time of registering a User or during the period of validity of the Agreement, suspicions arise about money laundering, terrorism financing, or an attempt at either of these activities to Tech Consultancy Management Partners, Tech Consultancy Management Partners shall be entitled among others to not register a User, not accept funds from the User and/or block access to or close the User's Profile and/or Virtual Account, and to report its suspicions to the pertinent national or EU authorities.
14. Without prejudice to the aforementioned, funds to the User's Virtual Account shall be added in the manner prescribed by the Assignment Agreements when payments that the User is entitled to receive under the concluded Assignment Agreements are received.

5. Claims Purchasing Procedure

1. Following User identification, pursuant to the present Terms and Conditions, if sufficient funds are available on the Virtual Account, the User shall be entitled to use the Auto Invest feature to purchase Claims offered on the Platform. No manual investment is allowed on the Platform.
2. All Claim Applications are registered in a chronological sequence and are executed according to procedures of Claim Application execution applicable at the given moment on the Platform. Tech Consultancy Management Partners is entitled, at any time, without warning the User, to unilaterally amend and supplement the procedure of application execution in force.
3. The User must accept the present Terms and Conditions in order for the Auto Invest to begin the Claims Purchasing Procedure
4. Upon the confirmation stipulated in Clause 5.3. of the present Terms and Conditions, the User's Claims Purchasing Procedure shall become binding upon the User and Tech Consultancy Management Partners shall process the funds indicated on the summary from the User's Virtual Account. The relevant Claim will be transferred to the User once the Claim Amount is fully funded.
5. Tech Consultancy Management Partners shall immediately, after the withdrawal of the funds in amount of the Claim Price from the User's Virtual Account in accordance to the Clause 5.4. of the Terms and Conditions, transfer them to the Creditor's Virtual Account or, if the Creditor is the Loan Originator, to a special virtual account of the Loan Originator created in the Tech Consultancy Management Partners system.
6. By submitting a Claim Application, the User authorizes Tech Consultancy Management Partners to perform a transfer of funds stated on the Claim Application

from the User's Virtual Account to the relevant Creditor, in compliance with the provisions of the Agreement and the Assignment Agreement.

7. The User hereby confirms and understands that the Claims are not all of the Creditor's claims towards the Borrower, and the User shall not become the sole creditor of the Borrower pursuant to the Loan Agreement t, and in such a case, Tech Consultancy Management Partners and the Loan Originator, in compliance with the Terms and Conditions, shall manage the Claim, together with such claims of other users of the Platform, that arise from the Loan Agreement.
8. The User may, at any time, examine information on the User's Profile about all transactions performed by the User on the Platform, about payments executed by Tech Consultancy Management Partners to the User, and deductions made by Tech Consultancy Management Partners from the User pursuant to the present Terms and Conditions and the provisions of the Assignment Agreements
9. If due to interrupted system operations of the Portal or otherwise the User's Virtual Account is mistakenly credited or debited, Tech Consultancy Management Partners shall reserve the right to debit or credit the User's Virtual Account accordingly giving the pertinent orders to the E-Money Provider. If the balance in the Virtual Account is negative after making the adjustments of mistakenly credited or debited payments, the User must, within 3 (three) Business Days from the receipt of a Tech Consultancy Management Partners notification add funds to the Virtual Account to clear the negative balance.

6. Purchasing Claims with Auto Invest

1. As described in Section 5 of the present Terms and Conditions, the registered User who has concluded an Agreement with Tech Consultancy Management Partners, shall be entitled to use, directly or through the Portal or telematic venue, the Auto Invest application for purchasing Claims. By offering the Auto Invest application, Tech Consultancy Management Partners is not giving any recommendations or advice to the User with regard to purchasing Claims.
2. The User shall be held fully responsible for the settings of the Auto Invest function that he/she/it has selected and confirmed, personally or throughout her/his/its legal or voluntary representatives and shall assume full liability for consequences resulting from confirmation of such settings and using the Auto Invest application.
3. By default the Auto Invest function is activated, and so by using the Tech Consultancy Management Partners Service or the Portal or telematic venue directly connected to the Tech Consultancy Management Partners Service, the User shall be connected to the Auto Invest application.
4. By connecting the Auto Invest application, Tech Consultancy Management Partners grants rights to the User to use the Auto Invest application for buying Claims on

behalf of and in the name of the User according to the Auto Invest settings approved by the User.

5. In order for the User to be able to purchase Claims through the Auto Invest application, the User must ensure sufficient funds on the Virtual Account.
6. Upon accepting User's automatic instructions, given by the User through the Auto Invest application, Tech Consultancy Management Partners shall transfer the funds indicated on the instruction from the Virtual Account in compliance with the procedure established in Section 5 of the present Terms and Conditions.
7. Before connecting the Auto Invest application, the User shall, in compliance with procedures established, conclude the Assignment Agreements with the Loan Originator, pursuant to which the User instructs the Auto Invest application to conclude transactions with Assignors on behalf of and in the name of the User. By confirming the provisions of the Assignment Agreement proposed by the Loan Originator, the User agrees to them and recognizes them as suitable for the User. In this case the Assignment is considered to be concluded between the User and the Loan Originator.
8. The User hereby agrees and acknowledges that if the User has agreed to the Assignment Agreement as described in Clause 6.7 hereof, irrespective of the fact that the Assignment Agreement form provided on the Platform may contain information on a particular Loan Originator, the User shall be deemed to have agreed to the use of such Assignment Agreement for any Loan Originator, including those which Claims become available to the User for purchase in accordance with Auto Invest tool.
9. The User may examine the information about the execution of the instructions on buying or selling of Claims given through the Auto Invest tool and about the disbursement of funds from or adding of funds to the Virtual Account in its User's Profile. Tech Consultancy Management Partners is entitled to, however is not obliged to, send a notification to the User at the User's email address, confirming the execution of the User's instructions and a disbursement of the relevant funds from the Virtual Account.
10. The User shall be entitled to disconnect the Auto Invest application at any time during the period of validity of the Agreement. To do so he/she/it shall instruct Tech Consultancy Management Partners of he/she/its intention to withdraw funds.
11. Tech Consultancy Management Partners shall hold no responsibility whatsoever about any losses that are or might be inflicted upon the Users in relation to the use of use of the Portal, User's Profile, User's account and the service available therein, including the use of the Auto Invest application.
12. The User must independently study the information on the rights and obligations arising from the Claims purchase transactions concluded.

13. Tech Consultancy Management Partners shall not be held liable for not executing the instructions given by the Users under Auto Invest. Tech Consultancy Management Partners is entitled to change the functionality as well as to stop offering any Auto Invest functionality at any time without any prior notice to the User. In case of Tech Consultancy Management Partners stops offering Auto Invest tool or its functionality Tech Consultancy Management Partners will not execute instructions given by the User under this tool.

7. Conclusion and Execution of the Assignment Agreement

1. Simultaneously with the approval stipulated in Clause 5.3. of the present Terms and Conditions, the User shall confirm the provisions of the Assignment Agreement of the Claim to be purchased in compliance with procedures established of the Platform.
2. The Assignment Agreement shall be deemed entered into at the time when the User has confirmed the provisions of the Assignment Agreement in compliance with the procedures established, and the User shall become a Creditor.
3. After the Assignment Agreement is concluded and throughout the period of validity thereof, the Assignment Agreement shall be available to the User on the User's Profile and Tech Consultancy Management Partners shall immediately ensure the authorization to the User to examine the schedule of repayment of the purchased Claim and the planned Loan repayment and Interest payment, the Loan Agreement and other related documents resulting from the conclusion of the Assignment Agreement shall not be handed over to the User (the Assignee).
4. The Borrower shall make the Borrower's Repayments each month pursuant to the Loan Agreement. The Loan Originator transfers received Borrower Repayments to Tech Consultancy Management Partners, except for ancillary claims or part of ancillary claims (for example Interest or part of Interest) due to the Loan Originator, if according to the Assignment Agreement all ancillary claims are not assigned to the Assignee. Tech Consultancy Management Partners, upon the receipt of the Borrower's Repayments from the Loan Originator, shall distribute the received funds among all Creditors of the Borrower having claims against the Borrower as follows:
 1. The received principal amount of the Loan shall be divided in proportion to the amount of the Claim of each Creditor against the Borrower;
 2. The accrued Interest and other ancillary claims arising from the respective Claim shall be paid to the Creditor holding the respective Claim;
 3. If one or several Claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Repayment from the moment of receipt of the previous Borrower's Repayment until the receipt of the subsequent Borrower's Repayment has been assigned in favor of another Creditor (Assignee), the Interest and other ancillary claims arising from the respective Claim pursuant to the procedure specified in Clause 7.4.2. of the Terms and Conditions shall be divided between the Creditor (the Assignor)

and the other Creditor (the Assignee), taking into account the number of days between the receipt of the previous and last Borrower's Repayment and how long the respective Claim has been owned by the respective Creditor.

5. Immediately after the division of the received funds, Tech Consultancy Management Partners shall transfer the electronic money equivalent to the respective amount to the Virtual Account of the Creditor.
6. The User is aware of the risk of default on Borrower's obligations, as a result of which the User might not fully recover the Claim. The Loan Originator will perform all the necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the User. In event of the Borrower's default, neither Tech Consultancy Management Partners nor the Loan Originator shall assume the responsibility for the security of the Claim, and none of them have an obligation to repay the User its paid Claim Price or a part thereof.
7. The procedure of paying the Claim Price, the provisions of recovering Claims and other conditions of assignment are stipulated in the Assignment Agreement.

8. User's Rights and Obligations

1. The User shall undertake:
 - a. Not to use the Portal (including User's Profile) or Services in bad faith or for illicit conduct, including fraud, money laundering or terrorism financing;
 - b. Upon registration and when using the Portal, to provide only true information;
 - c. To use only secure means and devices of electronic communications and data transfer;
 - d. To promptly, however no later than within 3 (three) Business Days, to inform Tech Consultancy Management Partners in writing or on the Platform, if the User's name, surname, Company name, details of the authorized representative (in case of legal entities), email address, account number or other information provided changes;
 - e. In communication with Tech Consultancy Management Partners, exercise decency and observe universal moral standards.
 - f. to timely submit information and documents for Tech Consultancy Management Partners to perform the due diligence of the User according to Tech Consultancy Management Partners KYC and AML procedures and policies.
2. By confirming the present Terms and Conditions, the User asserts that he/she/it is capable of making decisions on purchases of Claims, concluding Agreement and

Assignment Agreements, as well as that he/she/it understands all risks including the risk not to recover the Claim or investment or a part thereof.

3. The User is aware of and understands that third parties, who have obtained the User's password, can access the User's Profile and assume obligations on behalf of and in the name of the User. If the User's Profile is used to carry out activities (incl., buying Claims) using a correct User's email address and password, it shall be considered that the activities with the respective User's Profile have been performed by the User himself/herself/itself.
4. The User shall ensure that there are sufficient funds on the Virtual Account for performing payments. If the funds on the Virtual Account are insufficient, Tech Consultancy Management Partners does not execute the payment and/or transaction. Tech Consultancy Management Partners shall not be held liable for losses, which the User might suffer in this regard.
5. The User understands and is informed that Tech Consultancy Management Partners and the Loan Originator have an obligation to ensure the confidentiality of the Borrowers' personal data, therefore Tech Consultancy Management Partners and the Loan Originator in the scope of the Assignment Agreement, shall disclose only a limited content information about the Borrower, the guarantor, the pledgor and the Collateral (if any). The User shall not request Tech Consultancy Management Partners, the Loan Originator to disclose such confidential information about the Borrower, the guarantor, the pledgor and/or the Collateral (if any), and shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.
6. The User (Assignee), during the validity period of the Assignment Agreement, shall not contact the Borrower in respect of the concluded Assignment Agreement and the transferred Claim, including shall not visit the Borrower at his/her/its residence or business location, nor communicate with them, using means of messenger applications or social media, nor request from the Borrower any payments, nor make any claims against the Borrower or the Collateral (if any) and not initiate any claims in court or a court of arbitration against the Borrower.

9. Tech Consultancy Management Partners Rights and Obligations

1. Tech Consultancy Management Partners together with the Loan Originators shall manage the User's Claims. In accordance with the Assignment Agreement, the User instructs and authorises Tech Consultancy Management Partners, as well as the Loan Originator.
2. Tech Consultancy Management Partners and the Loan Originator shall manage the Claims transferred to the User (Assignee), separate from own property. The User shall give the legal power to Tech Consultancy Management Partners and the Loan Originator to manage the Claim, which Tech Consultancy Management Partners and the Loan Originator use in its own name, but in the interests of the User. The User

shall undertake not to unilaterally revoke the authorization included in the present Terms and Conditions and in the Assignment Agreement.

3. Tech Consultancy Management Partners confirms that the User's Claim arising from the Loan Agreement is only and solely the User's property to the extent established in the Assignment Agreement, but the aforementioned parties are only managing the Claim to the extent as established in the present Agreement, the Loan Agreement, the Assignment Agreement, as well as in the cooperation agreement with the Loan Originator. Claim shall be deemed the User's property irrespective of whether the Loan Originator as the lender or creditor has concluded the Loan Agreement and has issued the Loan to the Borrower, as well as irrespective of whether the Collateral (if any) has been established in favor of the Loan Originator.
4. Tech Consultancy Management Partners, the Loan Originator shall manage the assigned Claim until the Claim is repaid in full, acting as the proxy holder of the User.
5. Tech Consultancy Management Partners is entitled to from time to time carry out promotional campaigns and offer loyalty programs or other benefits to all or selected Users. Tech Consultancy Management Partners will publish terms and conditions of such campaigns, programs and/or other benefits on the Platform and/or will send information on the terms and conditions and other relevant information to the Users through the communication channels provided by them on the Platform (email, phone, or other). If the User wishes to benefit from the respective campaign, loyalty program or receive other benefits, it shall be deemed that the User has agreed to then current terms and conditions published on the Platform or delivered to the Users as the case may be. Tech Consultancy Management Partners is entitled to unilaterally change the terms and conditions of its campaigns, programs and other benefits with immediate effect or by giving prior written notice, at the discretion of Tech Consultancy Management Partners. The terms and conditions that are applicable to the campaigns or programs may be published as page content on Tech Consultancy Management Partners Platform without being titled "Terms and Conditions", and they may vary User by User or certain User groups, and they may be changed at any time unilaterally by Tech Consultancy Management Partners without giving Users any prior notice, at the sole discretion of Tech Consultancy Management Partners.
6. Tech Consultancy Management Partners may offer different content and services on the Platform to the Users depending on their residence country or other territorial or other criteria at the discretion of Tech Consultancy Management Partners.

10. Payment for the services of the Platform

1. The User shall pay to Tech Consultancy Management Partners a Service Fee for the services provided by Tech Consultancy Management Partners pursuant to the Price List, or a Service Fee individually established by the User and Tech Consultancy Management Partners, as well as any other payments specified in the Price List, if applicable.

2. Tech Consultancy Management Partners shall withdraw the electronic money equivalent to the Service Fee from the Virtual Account without additionally coordinating it with the User. Tech Consultancy Management Partners withdraws the electronic money equivalent to the Service Fee only after funds from the Borrower accrue to the Virtual Account pursuant to the Assignment Agreement. In case of resale of the Claim, Tech Consultancy Management Partners is entitled to withdraw the electronic money equivalent to the commission fee established on the Price List for the resale of Claims immediately after the conclusion of the Assignment Agreement on the resale of the relevant Claim, without making any additional arrangements with the User.
3. The User's bank, payment institution or electronic money institution may deduct a commission fee for depositing funds from the User's Bank Account into the Virtual Account in compliance with the price list of services of the relevant User's bank, payment institution or electronic money institution.
4. The payment obligation of monetary funds shall be fulfilled at the moment when the payment amount is transferred into the account of the payment recipient. The payment obligation of electronic money shall be fulfilled at the moment when the payment of electronic money is transferred into the Virtual Account of the payment recipient or into a special virtual account of the Loan Originator established in the system, if the payment recipient is the Loan Originator.
5. The User by using the Platform agrees and acknowledges that pursuant to the taxation laws and other regulatory enactments applicable to the User or the payable income taxes must be paid for the income that the User receives in relation to the Claim. Tech Consultancy Management Partners shall deduct taxes, dues, and other mandatory payments, which have to be withheld by Tech Consultancy Management Partners pursuant to the laws of the Republic of Estonia from the funds to be disbursed to the User. The User shall be fully responsible for paying all taxes arising from the User's Claim pursuant to the laws of the Republic of Estonia and/or any other laws that are applicable to the User's income.

11. Resale of Claims

1. The User is entitled to sell his/her/its Claims arising from the Loan Agreements to other Users, including the Loan Originator. Sale of Claims between Users is automatically performed as part of the Platform. The User is not entitled to sell or otherwise transfer the Claims to another person, without using the Platform.
2. Tech Consultancy Management Partners offers to the Assignee the resale of Claims, once the funds established in the Claim Application have been transferred from the Virtual Account of the User to the Virtual Account of the corresponding Creditor, fulfilling the Agreement and the Assignment Agreement:

- a. The User may request the resale of any number of their Claims in any moment, subject to the Service Fee referred to as “Account” and defined in the Price List below.
- b. The User may request the resale of any number of their Claims in any moment, subject to, where applicable, the Early Withdrawal Fee and the Service Fee referred to as “30” and defined in the Price List. Once a period of 30 days has passed since the conclusion of the Assignment Agreement, the User may request to withdraw their funds without being subject to The Early Withdrawal Fee.
- c. The User may request the resale of any number of their Claims in any moment, subject to, where applicable, the Early Withdrawal Fee and the Service Fee referred to as “90” and defined in the Price List. Once a period of 90 days has passed since the conclusion of the Assignment Agreement, the User may request to withdraw their funds without being subject to The Early Withdrawal Fee.
- d. The User may request the resale of any number of their Claims in any moment, subject to, where applicable, the Early Withdrawal Fee and the Service Fee referred to as “180” and defined in the Price List. Once a period of 180 days has passed since the conclusion of the Assignment Agreement, the User may request to withdraw their funds without being subject to The Early Withdrawal Fee.
- e. The User may request the resale of any number of their Claims in any moment, subject to, where applicable, the Early Withdrawal Fee and the Service Fee referred to as “One” and defined in the Price List. Once a period of one year has passed (considered as a period of 365 days) since the conclusion of the Assignment Agreement, the User may request to withdraw their funds without being subject to The Early Withdrawal Fee.
- f. The User may request the resale of any number of their Claims in any moment, subject to, where applicable, the Early Withdrawal Fee and the Service Fee referred to as “Market” and defined in the Price List. Once a period of 3 (three) years has passed (considered as a period of 1095 days) since the conclusion of the Assignment Agreement, the User may request to withdraw their funds without being subject to The Early Withdrawal Fee.
- g. The User may request the resale of any number of their Claims in any moment, subject to, where applicable, the Early Withdrawal Fee and the Service Fee referred to as “Dynamic” and defined in the Price List. Once a period of 5 (five) years has passed (considered as a period of 1825 days) since the conclusion of the Assignment Agreement, the User may request to withdraw their funds without being subject to The Early Withdrawal Fee.

For 11.1.b to 11.1.g above, at least 14 days prior to the end date of this Agreement the User will be notified via an email sent to their verified email

address from an email address featuring the “@ibanwallet.com” domain informing that they must register their intention to withdraw funds or move funds to a different product. Once the end date is reached, the action chosen by the User will be executed. If no action has been chosen, the platform will consider that the User wishes to renew the product.

3. If the User wishes to request a sale of Claim, the User expresses the wish by executing a withdrawal on the Platform. The User may request to sell the Claims in their entirety or only a subgroup thereof.
4. Once a User has requested the resale of one or more Claims, his/her/its request is queued on a First-Come-First-Served basis to be sold to another User. The time taken to execute this sales process, and the eventual withdrawal of the funds, is subject to the availability of a User predisposed to purchase a Claim, and is therefore not guaranteed.
5. The Claim resale offer shall be considered a binding offer by the User for all Users. The offer shall be considered made at the time when the User has expressed his/her/its wish to withdraw funds. The User is entitled to call off the offer by the User by contacting customer support, although the User recognises that this offer might be rejected.
6. The purchase of Claims is performed in compliance with procedures established in Section 5 and Section 6 of the Terms and Conditions.
7. The Assignment Agreement shall be deemed concluded at the time, when the User (the Assignee) through the Auto Invest application has accepted the offer of the present Terms and Conditions. At the time of concluding the Assignment Agreement, the Claim or the rights to the loan disbursed shall be deemed transferred.
8. After concluding the Assignment Agreement, Tech Consultancy Management Partners shall transfer or order the electronic money equivalent to the resale price of the Claim, indicated in the Assignment Agreement (if applicable) from the User's (the Assignee's) Virtual Account to the User's (the Assignor's) Virtual Account.
9. With the conclusion of the Assignment Agreement, all further Loan principal payments arising from the Claim shall be received by the User (the Assignee). Any Interest and ancillary claims calculated for the period until the conclusion of the Assignment Agreement shall be received by the User (the Assignor), whereas any Interest and ancillary claims calculated after the conclusion of the Assignment Agreement shall be received by the User (the Assignee).
10. Resale of a Claim may be carried out an unlimited amount of times.
11. The Price List which defines the types of resale of Claim is as follows:
 - a. Account Fee, in which the interest rate of the claim (6.0%) is reduced by 3.5%, and results in an effective interest rate of 2.5%.

- b. 30 Fee, in which the interest rate of the claim (6.0%) is reduced by 3.4%, and results in an effective interest rate of 2.6%.
- c. 90 Fee, in which the interest rate of the claim (6.0%) is reduced by 3.3%, and results in an effective interest rate of 2.7%.
- d. 180 Fee, in which the interest rate of the claim (6.0%) is reduced by 3.2%, and results in an effective interest rate of 2.8%.
- e. One Fee, in which the interest rate of the claim (6.0%) is reduced by 3.0%, and results in an effective interest rate of 3.0%.
- f. Market Fee, in which the interest rate of the Claim (6.0%) is reduced by 2.0% and results in an effective interest rate of 4.0%.
- g. Dynamic Fee, in which the interest rate of the Claim (6.0%) is reduced by 0.0% and results in an effective interest rate of 6.0%.
- h. Occasionally a promotional Bonus may be applied to funds held in one of the aforementioned products increasing the effective interest rate.
- i. Withdrawal Fee, only applicable to One, Market and Dynamic, in which a penalisation proportional to the length of time in days between the day in which the request for a resale was made and the end date is applied to the total value of the Claims which the User has requested to resell. The Withdrawal Fee is calculated according to the following formula:

$$\max(0; \text{amount withdrawn} \times \min(1 - \frac{\text{initial deposit}}{\text{account balance}}, (\text{end_date} - \text{withdrawal_date}) \times (((2.5\% + 1)^{1/365}) - 1))$$

Where the withdrawal fee is negative, no withdrawal fee shall be added.

In accordance to the present Terms and Conditions, the Assignee's method of payment for the above mentioned Fees is established as a reduction in the interest payments on the amount deposited and does not, in any case, represent an additional commission applied to the amount deposited, nor do they generate a difference between the deposited funds and the price of the Claim acquired through the assignment agreement between the Creditor as an Assignor and the User as an Assignee.

Where a User has received a Bonus on their invested funds, the User forgoes any claim to the Bonus if they successfully withdraw their invested funds before the end date of the investment as dictated by their product. In the case of One this is 365 days after the start of the investment. In the case of Market, this is 1095 days after the start of the investment. In the case of Dynamic, this is 1825 days after the start of the investment.

12. Buyback Guarantee (only applicable if previously agreed in the Assignment Agreement)

1. Buyback obligations of the Loan Originator shall be applicable solely in case of Borrower's delay of payments. If so agreed previously in the Assignment Agreement, the Loan Originator shall be obliged to unilaterally exercise its buyback obligations if the Borrower delays the payments arising from the Loan Agreement by more than 90 (ninety) days.
2. The Loan Originator has the obligation in case the Borrower delays with the payments arising from the Loan Agreement by more than 90 (ninety) days, to unilaterally exercise the buyback obligations by paying a buyback price to the Assignee.

The Loan Originator hereby authorizes Tech Consultants Management Partners, in case if the Loan Originator obligation to exercise its buyback obligations have occurred, to write off from the Loan Originator's Account and transfer the virtual money equivalent to the buyback price to the Virtual Account of the Assignee immediately, without obtaining prior separate order from the Loan Originator. The Claim shall be considered as returned to the Loan Originator from the moment of the payment of the virtual money equivalent to the buyback price in the Virtual Account of the Assignee.

The Assignee shall not make any complaints against the Loan Originator in respect of the use of buyback rights or exercise of the buyback obligations due to lost profit and any other damages in this respect.

3. In case the Loan Originator exercises the buyback obligations, the buyback price of the Claim paid by the Loan Originator to the Assignee for buyback is equal to the total amount of the remaining principal amount of the Claim the Assignee holds and accumulated and outstanding Interest of the Claim the Assignee holds specified in the Portal as at the time of exercising the buyback obligations.
4. Buyback price forms a full, final and overall payment any payment to the Assignee for the re-transfer of the Claim and any other related rights and advantages, and it shall not be increased or reduced, and includes all applicable taxes and dues of the Republic of Estonia (existing and any subsequent) in respect of the buyback price, the payment whereof is a responsibility of the Assignee only.

13. Liability

1. If Tech Consultancy Management Partners violates its obligations coming from the Agreement, the User has the right to use the legal remedies established in the law.
2. The User shall be held liable for all losses incurred as a result of unauthorized conduct or failing to fulfil the requirements prescribed in Assignment Agreement or other Agreements (among others in Clause 3.7. or 3.8. of the Terms and Conditions).

3. The User shall assume liability for all losses, assumed commitments, or other activities carried out on the User's Profile until Tech Consultancy Management Partners has been reliably warned about situations stipulated in Clause 3.8. of the present Terms and Conditions and when Tech Consultancy Management Partners has had sufficient time to block access to the User's Profile.
4. The Loan Originator has asserted to Tech Consultancy Management Partners that, within the scope of its activities, it observes all legal requirements applicable to consumer lending, including, assesses the solvency of Borrowers, and with due diligence makes sure of the accuracy and completeness of data provided by the Borrower to make sure that the Loan issued to the Borrower is secure. The User is aware of and confirms that Tech Consultancy Management Partners is not responsible for the accuracy and completeness of the information provided by the Borrower and/or the Loan Originator.
5. Tech Consultancy Management Partners shall be fully released from liability towards the User for any losses that the User has or might suffer as a result of using the Services or Portal (among others purchasing or reselling Claims), including:
 1. If the User has failed to observe the Agreement provisions;
 2. As a result of illicit conduct of third parties until the moment when the User's Profile is blocked pursuant to procedures established in Clause 3.8. of the present Terms and Conditions;
 3. Due to interrupted communications and other interruptions or obstacles that are not dependent on Tech Consultancy Management Partners;
 4. If, pursuant to the Agreement, the User's access to the User's Profile has been blocked or transactions or Services stopped;;
 5. Due to the Borrower infringing the Loan Agreement or the Borrower's illicit conduct;
 6. Due to the performance or infringement (including delayed performance) of the User's commitments arising from the Assignment Agreement.
6. Tech Consultancy Management Partners does not have a duty to pay for the Claim or any other payments to the User, before the Loan Originator has received such payment from the relevant Borrower pursuant to the Loan Agreement and transferred the respective part to Tech Consultancy Management Partners as per the Assignment Agreement.
7. Tech Consultancy Management Partners and the Loan Originators do not have to repay or compensate the User for the paid Claim Price or any part thereof, as well do not have to compensate any possible losses.
8. Users shall settle transactions directly and on their own responsibility. Users are entitled to use the agreement forms offered on their own responsibility and at their

own risk. Tech Consultancy Management Partners shall not be responsible for possible commitments arising from laws that might originate to the Users as a result of transactions concluded on the Portal.

9. If the User denies having authorized (given consent) the performance of a transaction, the use of the User's Profile and password shall be deemed sufficient evidence for that the User has given consent to the transaction or that he/she/it has acted in bad faith, fraudulently or has failed to fulfil the duties prescribed in Clauses 3.7. or 3.8. of the present Terms and Conditions.
10. The Parties shall not be held responsible for failure to fulfil their respective obligations if the non-fulfilment has occurred due to reasons that are independent of the Parties' will and have resulted from force majeure circumstances. The Parties shall consider such circumstances as force majeure circumstances, which the Parties could not have predicted or affected, including power outages, regulatory enactments adopted by institutions of Estonia or the European Union, strikes, cyber attacks to the Portal or other Services, military activity, natural calamities, or other circumstances, which the Parties could not have prevented or predicted. A Party may make a reference to force majeure circumstances only and solely in case if it has taken all steps that depend on it in order to fulfil the obligations prescribed in the present Terms and Conditions. Once the force majeure circumstances have been prevented, the Party must immediately resume the performance of its duties.
11. As the Parties use means of communication during the performance of the Agreement, Tech Consultancy Management Partners shall not be held responsible for any losses incurred due to interrupted service of mail, facsimile, electronic or other means of communication, as well as technologies ensuring the respective Tech Consultancy Management Partners services, including, but not limited to, interrupted Service of means of communication, interruptions in the functioning of the Portal, electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions (incl., online banking).

14. User's personal data

1. Tech Consultancy Management Partners is entitled to process all User's personal data received from the User, as well as to hand over to and receive the User's personal data and other information from third parties, databases, registries (such as the Population Register, State Social Insurance Agency, etc.) and to process it in accordance with the Privacy Policy.
2. The purpose of processing the User's personal data is keeping client records, offering, rendering and maintaining Services, financial and statistical analysis, exercising and protection of the rights of Tech Consultancy Management Partners and/or User arising from the Agreement and Assignment Agreement.
3. Tech Consultancy Management Partners is authorized to disclose the User's personal data:

1. To any person related to the fulfilment of commitments arising to Tech Consultancy Management Partners from the Agreement (including to communications service providers, payment intermediaries, credit institutions, IT service providers, etc.);
 2. To outsourced service providers that Tech Consultancy Management Partners has engaged in the provision of Services arising from the Agreement, insofar as such information is necessary for the performance of functions delegated to them;
 3. Upon handing over (transferring) a Claim;
 4. To a third party, who is taking debt collection steps to recover debt from the User (such as debt collectors, lawyers, court bailiffs, insolvency administrators, etc.);
 5. To Tech Consultancy Management Partners legal, accounting, and auditing service providers, ensuring that the said providers have undertaken, unless the law obligates them to, not to divulge such information.
4. The User shall agree that Tech Consultancy Management Partners is using the address, email address, and/or telephone number indicated on the User's Profile to send commercial communications about the products or promotions of Tech Consultancy Management Partners or companies affiliated to Tech Consultancy Management Partners.
 5. Tech Consultancy Management Partners is authorized to call and send text messages (SMS) to the telephone number indicated on the User's Profile, to send e-mails to the e-mail address indicated on the User's Profile, as well as to dispatch mail to the User's mailing address to reach the User.
 6. Additional data protection regulation is established in the Privacy & Cookies Policy, document available in Tech Consultancy Management Partner's website. Should any of the clauses from the aforementioned Privacy & Cookies Policy be in contradiction to any clause from paragraph 12 of the present Terms and Conditions, the clause established in the Privacy & Cookies Policy shall prevail.

15. Termination of the Agreement

1. Tech Consultancy Management Partners is entitled to terminate the Agreement, as well to block or delete the User's Profile without warning, advance notice or giving a reason, if:
 - a. The User breaches the present Terms and Conditions or the Assignment Agreement or otherwise illicitly or in bad faith uses the Portal;
 - b. The User has provided false or misleading information or counterfeit documents;

- c. If Tech Consultancy Management Partners suspects money laundering, terrorism financing, or an attempt to do so, with the involvement of the User or the User's Profile, despite of giving pertinent information to national or EU Authorities if obliged to do it so under Anti Money Laundering and Financing Terrorism current regulation.
2. Tech Consultancy Management Partners has the right to unilaterally terminate the Agreement with 10 (ten) Business Days notice at any time during the validity period of the Agreement and without reason, by sending a notice to the User's e-mail. In such case, as of the moment of sending the notice, the User is forbidden to conclude new Assignment Agreements, to purchase new Claims, or to use the User's Profile. In this case, Tech Consultancy Management Partners continues to manage all of the User's Claims purchased before the notice by Tech Consultancy Management Partners on unilateral termination of Agreement is sent in compliance with the present Terms and Conditions.
3. At any time during the Agreement validity period, the User is entitled to request that the User's Profile is deleted and the Agreement is terminated on the condition that the User does not own any Claims managed by Tech Consultancy Management Partners.
4. Where a Claim Application cannot be made, and where the User is a natural person, he/she has a right to withdraw from the Agreement during 14 calendar days from the conclusion of the Agreement, without giving a reason. In this case his/her User Profile will be deleted and his/her money returned to him/her.
5. If the User wishes to delete the User's Profile and terminate the Agreement (or the User, who is consumer, withdraws from the Agreement in accordance with the previous Clause), the User sends a relevant notification from the User's email address to Tech Consultancy Management Partners or fills in the relevant notification on the User's Profile and confirms it according to procedures established.
6. If the Agreement is terminated or withdrawn from, Tech Consultancy Management Partners shall transfer all monetary funds of the User equivalent to the amount of electronic money that is available on the Virtual Account to the User's Account no later than within 3 (three) Business Days after the termination of or withdrawal from the Agreement. All direct costs related to withdrawal from or termination of the Agreement (including returning the money to the User), shall be borne by the User.

16. Complaints and Disputes

1. Any disputes related to the Services (including disputes related to the present Terms and Conditions) shall be resolved at Harju county court of the Republic of Estonia.
2. If the User has a complaint against Tech Consultancy Management Partners in relation to the fulfilment of the Agreement, such complaint should be firstly submitted to Tech Consultancy Management Partners.

3. Each dispute or disagreement arising from or connected with the Agreement shall be settled by negotiations.
4. If the Parties are not able to settle dispute by negotiation during 5 (five) working days from the first negotiation, each of the Parties for dispute settlement may refer to court in accordance with the procedure provided for by Laws and regulations.
5. If the User is a consumer, he/she also has a right to file an application to the Consumer Disputes Committee instead of the court.

17. Other Terms and Conditions

1. By accepting the present Terms and Conditions, the User agrees for all communication between the Parties, including any policies, agreements or contracts to be in English.
2. In the case that Tech Consultancy Management Partners becomes insolvent, no conclusions of new Assignment Agreements shall be made. All monetary funds equivalent to the amount of the electronic money held in the Virtual Account shall be returned to the respective User as this money is not under Tech Consultancy Partners' ownership.
3. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.
4. All notifications of Parties must be put in a format which can be reproduced in writing and sent to the other Party within the Portal, by mail or email, to the mailing and/or email address indicated on the User's Profile.
5. To develop and improve the Services offered on the Portal and to comply with applicable law, Tech Consultancy Management Partners is entitled to make and introduce unilateral amendments to the present Terms and Conditions and the Price List by notifying the User via the Portal or email and posting the changed Price List and/or Terms and Conditions on the Portal or web-page and indicating the number and date of the new version.
6. New version of Price List and/or Terms and Conditions shall enter into force after 1 (one) month following the notification of the new version. If the User does not agree with the change(s) (new version of Price List and/or Terms and Conditions), the User has a right to terminate the Agreement in accordance to the termination clauses stated in the present Terms and Conditions. Tech Consultancy Management Partners may unilaterally amend the present Terms and Conditions and Price List without informing the User if the amendments are in favour of the User.
7. The Parties shall undertake not to divulge such information to any third parties, which derives from the present Agreement, except as prescribed by law and in cases established in the Agreement.

8. The laws and regulations of the Republic of Estonia shall govern the legal relations arising from the present Agreement.
9. The present Terms and Conditions are binding until the moment, when the User's Profile is deleted and all commitments of the Borrower originating from Loan Agreements, the Claims arising therefrom have been purchased by the User, have been fully met.
10. The Agreement is drafted in the English language.