

## **User agreement**

Applicable from 2026/01/15

### **GENERAL TERMS AND CONDITIONS OF i-PLATFORM USER AGREEMENT**

#### **1. Definitions**

**Agreement** – an agreement of a user of the [www.peerberry.com](http://www.peerberry.com) i-Platform concluded between the User and PeerBerry. The Agreement on the i-Platform and agreements concluded on the i-Platform may be referred to as the “Agreement of a user of the portal concluded between the User and PeerBerry”.

**Assignee** – a User who has purchased a Claim from the Assignor under the Assignment Agreement.

**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), who pursuant to the Assignment Agreement, assigns the Claim to another User (the Assignee).

**Auto Invest** – a tool for automated purchases of Claims on the i-Platform, 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.

**Borrower** – a natural person or legal entity, wherewith the Loan Originator has concluded a Loan Agreement.

**Borrower’s Payments** – 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** – an officially determined business day of the Republic of Croatia, on which banks in Croatia are operating, except for Saturdays, Sundays and public holidays.

**Claim** – a Creditor’s 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 to establish exceptions. The Claim is assigned without the contractual penalty and other ancillary claims not specified in the Assignment Agreement. Detailed amount and composition of the Claim is established in the Assignment Agreement.

**Claim Amount** – a Loan or a part of it, to the extent whereof the Assignor transfers a Claim to the Assignee, and which forms the Claim Price.

**Claim Application** – a User’s application filled in on the i-Platform for purchase of a single or multiple Claims selected by the User.

**Claim Price** – the price for a Claim transfer agreed upon between the Assignor and User and established in the Assignment Agreement, consisting of the Claim Amount.

**Claim right** - the right of Claim of the Assignee (User) against the Borrower, arising from the Loan agreement concluded between them, together with related or arising rights.

**Collateral** – 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 fulfillment of the Borrower’s obligations arising from the Loan Agreement if expressly indicated among other information about the Claim on the i-Platform (if any). The Claim can be established 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.

**Creditor** – Loan Originator who owns a Claim towards the Borrower.

**Interest** – Remuneration for the use of the Loan expressed as interest per annum. Interest is a part of the Claim and is being paid by the Borrower according to the Loan Agreement. The term “Interest” also refers to the late interest fee that will be calculated and paid for each day of delay of repayment of the Loan by the Borrower.

**Loan** – A principal amount of the credit that has been issued to the Borrower pursuant to the Loan Agreement and is due, or a part thereof which pursuant to the Assignment Agreement shall be repaid by the Borrower to the Loan Originator, and which PeerBerry transfers to the Assignee after it is received from the Loan Originator.

**Loan Agreement** -A credit agreement (loan agreement, lease or other type of contract) that is 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 PeerBerry, has authorized PeerBerry to transfer the Loan Originator’s Claims towards the Borrower, by using the i-Platform, and on behalf of the Creditor, to take other steps prescribed in the Agreement and in the Assignment Agreement.

**Minimum Claim Amount** – the minimum amount of a single Claim as established by PeerBerry and indicated on the i-Platform for which a User can purchase a single Claim. The amount of the Claim forms the Claim Price.

**PeerBerry** – PEERBERRY d.o.o., a limited liability company registered and existing under the laws of the Republic of Croatia, company registration No. 05159121, who maintains and administers the i-Platform.

**PeerBerry Account/-s** – PeerBerry bank account/-s opened pursuant to the present Terms and Conditions, the User transfers funds to add them to the User's Virtual Account and which is held separate from other property of PeerBerry.

**Parties** – the User and PeerBerry.

**i-Platform** – PEERBERRY d.o.o. web site and a set of related services, that are provided within the domain's [www.peerberry.com](http://www.peerberry.com) technological framework, and which enable Users to use that information technology services in all possible ways to perform activities allowed by the regulations of the i-Platform.

**Price List** – the effective price list of PeerBerry services published in the i-Platform, which is an integral part of the Agreement.

**Privacy Policy** – the privacy policy of PeerBerry available on the i-Platform.

**Registration Application** – an application prepared by the User on the i-Platform in compliance with Section 2 of the Terms and Conditions for the registration on the i-Platform and for the use of the offered services in compliance with the Terms and Conditions.

**Service Fee** – a fee indicated on the Price List paid by the User to PeerBerry for processing Claims in compliance with the provisions of the Agreement and/or the Assignment Agreement or any fee indicated on the Price List for other services provided by PeerBerry on i-Platform.

**Summary** – a summary automatically created on the i-Platform regarding the User's selected Claims and the User's indicated sums, for which the User wishes to purchase Claims.

**Secondary market (bulletin board)** – a technical (functional) solution on the i-Platform, according to which the PeerBerry allows Users to announce that they are interested in the sale and purchase of Claim rights that were previously offered on the i-Platform.

**Terms and Conditions** – the present terms and conditions of PeerBerry i-Platform user agreement, applicable to all User's agreements and transactions entered into by the User via the i-Platform.

**Investor or User** – a person registered on the i-Platform as its user in capacity of an investor as prescribed by this Agreement.

**User's Bank Account** – an account opened in the name of the Investor in a credit institution, payment institution or electronic money institution, subject to the provisions of Law On the Prevention of Money Laundering and Terrorism Financing of the Republic of Croatia or the requirements arising from the European Union laws concerning the prevention of money laundering and terrorism financing.

**User's ID Number** – a personalized number of each User of the i-Platform, used by PeerBerry to identify the User. The User's i-Platform-ID Number is also used when User transfers funds to add them to the User's Virtual Account.

**User's Profile** – the User's personal site on the i-Platform, which is automatically created after the Investor registers on the i-Platform and is constantly available to the Investor after entering the Investor's e-mail address and password or using the two factor authentication, if enabled by the User, on the i-Platform.

**Virtual Account** – a separate account provided for each Investor by PeerBerry for recording settlements and transactions arising from the Terms and Conditions, Assignment Agreement and Loan Agreement.

## **2. Registration on the i-Platform and creation of User's Profile**

2.1. Without prejudice to other provisions of the Agreement, all Users must be registered and have concluded the Agreement to use the services offered on the i-Platform.

2.2. When submitting the Registration Application and confirming these Terms and Conditions, as well as when using the i-Platform and the services offered on the i-Platform, the User each time represents and warrants to PeerBerry that it meets the following requirements:

2.2.1. the User is a natural person or legal entity;

2.2.2. if the User is a natural person, the User is at least 18 years old;

2.2.3. the User has a User's Bank Account, and the User is authorized to use the funds contained therein (if any) without any limitation;

2.2.4. the User is not subject to any insolvency, bankruptcy, liquidation or likewise administration proceedings in any jurisdiction;

2.2.5. the User is not declared having limited legal capacity due to disorders of mental nature;

2.3. The User acknowledges that at the time of submitting the Registration Application and at the time of conclusion of the Agreement the User has full legal capacity to act and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

2.4. The User shall register on the i-Platform, by filling in a Registration Application, performing identification procedures in line with Section 3 of these Terms and Conditions, and confirming the present Terms and Conditions. After the User registration, a User's Profile and a Virtual Account is automatically created on the i-Platform. Upon registration of the User on the i-Platform, PeerBerry assigns a unique User's i-Platform-ID number.

2.5. For the User to access and use the User's Profile, PeerBerry authenticates the User by the User's email address and password or by using the two-factor authentication, if that is enabled by the User. The User shall be entitled to change the e-mail address and password used for User's authentication in compliance with procedures established on the i-Platform.

2.6. If the User is a legal entity then PeerBerry 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).

2.7. To conclude the Agreement, to use the services offered on the i-Platform, and to purchase Claims, the User must take the steps prescribed in Section 3 of the Terms and Conditions to enable PeerBerry to identify the User.

2.8. PeerBerry may refuse the registration of a new User on the i-Platform without giving a reason for refusal.

2.9. 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.

### **3. User due diligence, identification and confirmation of transactions**

3.1. In order to fulfil the legal obligations under the applicable laws and regulations, before the User may use the services on the i-Platform and during the cooperation with the User under the Agreement, PeerBerry performs the due diligence of the User, which includes, but is not limited to, identification of the User, asserting the beneficial owner, obtaining information on the source of funds, obtaining information on the purpose and nature of the business relationship.

3.2. The identification of the User is conducted according to the rules of the internal control system of PeerBerry in one of the following ways:

3.2.1. remotely, where the User submits identification document. In such case PeerBerry identifies the User, by using the information received from the User;

3.2.2. in person, before the conclusion of the Agreement, the User fills in the User data form and produces or submits identification and other documents requested by PeerBerry.

3.3. In order to properly perform the due diligence of the User, PeerBerry may, at its sole discretion, at any time, request that the User submits additional documents or information on the User's identity, origin of funds, beneficial owners, and any other information about the User that PeerBerry finds necessary for the due diligence of the User. PeerBerry is entitled to unilaterally determine any additional requirements for the User identification, as well as introduce changes in the User identification process.

3.4. If the Agreement is concluded in person, the Agreement between PeerBerry 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, the Agreement between PeerBerry and the User shall be deemed entered into and it shall become effective at the time, when PeerBerry has performed identification of the User and the User has confirmed the present Terms and Conditions on the i-Platform. The activation of User's Profile on the i-Platform confirms the conclusion of the Agreement. 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 may become acquainted with the concluded Agreement and all Assignment Agreements on the User's Profile.

3.5. A Registration Application filed in compliance with procedures established in the Terms and Conditions and transferring funds to the PeerBerry Account to add them to Investor's Virtual Account confirms that the User wishes to use the i-Platform and the services offered therein pursuant to the Agreement provisions.

3.6. When registering and logging into (entering) the User's Profile on the i-Platform, the User must enter the User's email address and password or use the two-factor authentication if that is enabled by the User.

3.7. The User's activities performed on the i-Platform after entering the User's email address and password or the two factor authentication inputs 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 on the i-Platform after entering the User's email address and password or the two factor authentication inputs as prescribed on the i-Platform shall be binding upon the User, PeerBerry and the Loan Originator, if the Loan Originator is a party of the agreement.

3.8. The User's password is deemed confidential information that the User and PeerBerry undertake not to disclose 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 once every 6 (six) months or at other frequency required by PeerBerry, change/update the password. PeerBerry may impose rules on how passwords may be created, like the minimum amount of symbols, that it must contain at least 1 (one) capital and 1 (one) lower case letter, and/or any other rules at it shall find reasonably necessary.

3.9. If the User's password has become known or may have become known to a third party, the User must immediately inform PeerBerry about it in writing or over the telephone, at which time PeerBerry shall block access to the User's Profile as soon as possible, 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 PeerBerry to unblock the User's Profile.

3.10. Access to the User's Profile is temporarily blocked, if the User's password is entered incorrectly 5 (five) times in a row.

3.11. PeerBerry is entitled to, however is not obliged to, block access to the User's Profile if PeerBerry suspects that the User's Profile has been accessed without due authorization, including, if PeerBerry suspects that the User's password has become known or may have become known to a third party, if PeerBerry has suspicions of the execution of illegal transactions, as well as in other cases at the discretion of PeerBerry, in order to ensure safety of services, inviolability, confidentiality of the User and/or other PeerBerry clients or to prevent losses that might be inflicted upon PeerBerry or the clients.

3.12. PeerBerry shall be entitled not to approve a transaction and/or not to execute any application or instruction given by the User and not to provide Services to the User, if:

3.12.1 the User fails to comply with the Terms and Conditions;

3.12.2 PeerBerry has suspicions about the identity of the User, and PeerBerry has not been able to contact the User to confirm the content of the transaction;

3.12.3 the User's instruction is unclear or distorted due to interruption in communication;

3.12.4 in other cases stipulated in Clause 3.11. of the Terms and Conditions.

#### **4. Virtual Account and adding funds**

4.1. PeerBerry shall accept funds for adding them to the Virtual Account from the User in exchange for an equivalent amount of electronic money on the Virtual Account.

4.2. The User 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 Bank Account to PeerBerry Bank Account.

4.3. When adding funds to the Virtual Account, the User must indicate the User's Portal-ID Number indicated in the User's Profile as the purpose of payment. If the User makes a

payment without indicating the User's Portal-ID Number, then PeerBerry shall be entitled to consider such payment as non-executed before it is identified.

4.4. Funds transferred by the User for adding funds to the Virtual Account pursuant to the present Terms and Conditions shall be kept on any PeerBerry Account and PeerBerry shall ensure that they are segregated from PeerBerry own funds, and the funds of the User kept on a PeerBerry Account shall be transferred to third parties or withheld by PeerBerry in the manner prescribed in this Agreement and/or agreements concluded with the User. No interest accrues or is paid to the User for the User's funds kept on the PeerBerry Account.

4.5. PeerBerry is entitled to use the funds received from the User for adding of funds to the Virtual Account only pursuant to the provisions of the Agreement and the Assignment Agreement.

4.6. The funds transferred by the User to PeerBerry in compliance with the present Terms and Conditions shall be regarded as funds necessary for conducting of transactions. The relevant amount of money in bank, in essence, is a claim (towards the bank) that PeerBerry has acquired on behalf of and for the User only to perform the task assigned to the authorized person. Accordingly, the respective funds are segregated from the PeerBerry own funds and shall not appear on the financial statements of PeerBerry as its own funds or as creditors claims. The User hereby acknowledges that, when transferring the funds to the PeerBerry Account for the purposes of adding them to the Virtual Account, the User shall not be transferring those funds to form a part of PeerBerry own funds, but instead he/she/it shall retain title over those funds and PeerBerry shall act only as authorized representative of the User with respect to them.

4.7. The User shall transfer funds to the PeerBerry Account to add funds the Virtual Account in the currencies, which are indicated on the i-Platform and which PeerBerry is entitled to unilaterally change without any prior notice to the User at any time at its sole discretion. If the User is making a payment in a currency other than that accepted by PeerBerry on the account it received the payment, then PeerBerry may, at its sole discretion, exchange the relevant amount to the respective currency accepted by PeerBerry on the account it received the funds according to an exchange rate established by a financial institution at its choice in 2 business days of receiving the payment. Any costs related to money deposits and currency exchange by the funds deposited by the User shall be borne by the User. PeerBerry may, but is not obliged to, offer on the i-Platform an opportunity for the Users to exchange funds on the Virtual Account that are in one currency to funds in another currency that PeerBerry allows to be used on the Virtual Accounts. PeerBerry may offer such functionality for all or certain currencies of its choice. Such conversions shall be performed at the applicable currency exchange rate which is then current according to the exchange rate established by



a financial institution. PeerBerry shall charge the Users Service Fee for the currency exchange.

4.8. PeerBerry shall provide a statement to the User about the transactions performed on the Virtual Account. Statements are available on the User's Profile.

4.9. The User shall be entitled to request, at any time, that PeerBerry disburses the funds on the Virtual Account to the User's Bank Account, from which the User previously has made transfers to the PeerBerry Account. PeerBerry pays the funds standing on 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 mentioned in the User's application to the User's Bank Account. PeerBerry shall ensure the disbursement of funds requested by the User, provided that all such funds requested are available on the Virtual Account, to the User within 2 (two) Business Days after the receipt of the User's application. PeerBerry shall be entitled to withhold funds for bank and other fund transfer commission fees from the funds on the Virtual Account or from the funds to be transferred to the User.

4.10. If the User wishes that PeerBerry disburses the funds standing on the Virtual Account to the User to a different bank, from which the User has not previously transferred funds to the PeerBerry Account, before submitting an application on the disbursement of funds stipulated in Clause 4.9. of the Terms and Conditions, the User shall make at least 0.01 Euro deposit and provide PeerBerry with all of the information that is necessary and requested by PeerBerry for it to make sure that the indicated new account is opened in the name of the User in a credit institution, which is subject to the provisions of Law On the Prevention of Money Laundering and Terrorism Financing of the Republic of Croatia or the requirements arising from the European Union laws concerning the prevention of money laundering and terrorism financing.

4.11. PeerBerry 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 PeerBerry commission fees.

4.12. It is illegal to transfer funds gained through illegal means for adding funds to the Virtual Account. In case of suspicious transactions, the relevant authorities shall be notified, and this can lead to freezing all funds on the account, as well as to closing of the account and confiscation of funds.

4.13. If at the time of registering as 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 PeerBerry, PeerBerry shall be entitled to not register a User on the i-

Platform, not accept funds from the User and/or block access to or close the User's Profile and/or Virtual Account.

4.14. 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. Purchasing Claims**

5.1. Following User identification, pursuant to the present Terms and Conditions, if enough funds are available on the Virtual Account, the User shall be entitled to purchase Claims offered on the i-Platform, in line with the following:

5.1.1. when purchasing Claims manually (without Auto Invest):

5.1.1.1. the User shall, at his/her/its own discretion choose one or more Claims that are offered on the i-Platform;

5.1.1.2. in the Claim Application, the User shall indicate the Claim Price, at which the User wishes to purchase one or several Claims and confirms his/her/its choice. The Claim Price consists of the Claim Amount, which may not be below the Minimum Claim Amount.

5.1.2. the User may purchase all or only a part of Claims towards a Borrower offered on the i-Platform that arise from the Loan Agreement.

5.1.3. the User may purchase Claims, the total Claim Price whereof does not exceed the funds available in the Virtual Account at the given moment.

5.2. In case of manual investments, i.e. without Auto Invest tool, after the User has selected Claims and indicated the amounts, a Summary is provided to the User on the i-Platform. Next to each Claim in the Summary, PeerBerry ensures that the User may become acquainted with each Assignment Agreement after the purchase of the Claim. The User shall examine the completeness and accuracy of the information included in the Summary on the i-Platform, and, if the User wishes to, the User may introduce changes in the information included in the Summary. If the User agrees to the information included in the Summary, the User shall confirm the Summary in compliance with procedures established on the i-Platform.

5.3. Upon the confirmation stipulated in Clause 5.2. of the Terms and Conditions, the User's purchase shall become binding upon the User and PeerBerry shall immediately withdraw the funds indicated on the Summary as Claim Price from the User's Virtual Account. In case of purchase of Claims with Auto Invest no Summary is generated, and the User's purchase shall become binding upon the User when the respective tool finds a matching Claim and

the respective Assignment Agreement is concluded and PeerBerry shall immediately withdraw the funds indicated on the Assignment Agreement as Claim Price from the User's Virtual Account. The relevant Claim shall be considered as transferred to the User once the funds in amount of the Claim Price are withdrawn from the Virtual Account.

5.4. By submitting a Claim Application, the User authorizes PeerBerry 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. By enabling Auto Invest tool the User authorizes PeerBerry to perform the transfer of funds stated in the Assignment Agreement with respect to the Claim to the relevant Creditor, in compliance with the provisions of the Agreement and the Assignment Agreement.

5.5. The User hereby confirms and understands that the Claims are not all of the Creditor's claims towards the Debtor, and the User shall not become the sole creditor of the Borrower pursuant to the Loan Agreement, and in such event, PeerBerry and the Loan Originator, in compliance with the Terms and Conditions, shall service the Claim together with such claims of other users of the i-Platform that arise from the Loan Agreement.

5.6. The User may, at any time, examine information on the User's Profile about all transactions performed by the User on the i-Platform, about payments executed by PeerBerry to the User, and deductions made by PeerBerry from the User pursuant to the present Terms and Conditions and the provisions of the Assignment Agreements.

5.7. If due to interrupted system operations of the i-Platform the User's Virtual Account is mistakenly credited or debited, PeerBerry shall reserve the rights to debit or credit the User's Virtual Account accordingly. If the balance in the Virtual Account is negative after making the adjustments of payments, the User must, within 3 (three) Business Days from the receipt of PeerBerry notification add funds to the Virtual Account to clear the negative balance.

## **6. Purchasing Claims with Auto Invest**

6.1. In addition to the procedure of purchasing Claims as described in Section 5 of the present Terms and Conditions, the User shall be entitled to use the Auto Invest for purchasing Claims. Auto Invest tool function as automated instructions given by the Investor to PeerBerry to perform purchasing Claims according to settings selected and confirmed by the User, thus PeerBerry executing the User's selected strategy of purchasing Claims. By offering the Auto Invest tool on the i-Platform PeerBerry is not giving any recommendations or advice to the User with regard to purchasing Claims and does not guarantee it being possible to execute the instructions.

6.2. The User shall be held fully responsible for the settings that he/she/it has selected and confirmed, as well as shall assume full liability for consequences resulting from confirmation of such settings and using the Auto Invest tool.

6.3. To activate the Auto Invest tool, the User chooses the Auto Invest settings on the i-Platform at his/her/its own discretion according to the strategy he/she/it has chosen, which the User confirms in accordance with procedures established on the i-Platform.

6.4. By enabling the Auto Invest tool, the User grants rights to PeerBerry to use the Auto Invest tool for buying Claims on behalf of the User according to the Auto Invest tool settings approved by the User. The activation of the tool on the i-Platform shall be deemed enough grounds for PeerBerry to be entitled to execute purchasing the Claims for the User in accordance with the settings approved by the User.

6.5. In order for the User to be able to purchase Claims through the Auto Invest tool, the User must ensure enough funds on the Virtual Account.

6.6. Upon execution of User's instructions given by the User through the Auto Invest tool, PeerBerry shall transfer the funds to and/from the Investor's Virtual Account in compliance with Section 5 of the present Terms and Conditions.

6.7. By activation of the Auto Invest tool, the User among other things shall, in compliance with procedures established on the i-Platform, agree to the standard terms and conditions of the Assignment Agreements proposed by the Loan Originators, pursuant to which the User gives instructions to conclude transactions with Assignors on behalf of the User when executing instructions by application of the Auto Invest tool. By agreeing to the standard provisions of the said Assignment Agreements, the User agrees to them and recognizes them as suitable for the User.

6.8. The User is aware of and consents that, in order to develop and improve the services offered on the i-Platform and to comply with applicable law, there can be introduced amendments to the standard terms and conditions of an Assignment Agreements referred to in Clause 6.7 hereof without obtaining prior approval of the User. Such amendments shall not affect those Assignment Agreements that are already concluded, as well as shall not put the User in a disadvantageous position compared to the earlier version of the agreement and the amendments shall be done in good faith. PeerBerry undertakes to notify the User on amendments of the standard terms and conditions of an Assignment Agreements being introduced at least 10 (ten) Business Days prior to their effective date through the means of communication available to PeerBerry to get in touch with the User. Amendments shall enter into force within 10 (ten) Business Days as of the disclosure of the notification in the i-Platform or when the User accepts the amended standard terms and conditions of an

Assignment Agreement in the i-Platform, whichever occurs earlier. Without prejudice to the aforementioned, PeerBerry may unilaterally amend the standard terms and conditions of an Assignment Agreement without informing the User if the amendments are in favour of the User.

6.9. The User hereby agrees and acknowledges that if the User has agreed to the Assignment Agreement as described in Clause 6.7 or 6.8 hereof, irrespective of the fact that the Assignment Agreement form provided on the i-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 after the activation of the tool.

6.10. The User may examine the information about the execution of the instructions on buying Claims given through the Auto Invest tool and about the disbursement of funds from or adding funds to the Virtual Account in its User's Profile. PeerBerry 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 or adding of the relevant funds from the Virtual Account.

6.11. The User shall be entitled to activate, change settings, reduce and increase limits, and suspend temporarily, or stop the Auto Invest tool at any time during the period of validity of the Agreement.

6.12. PeerBerry shall hold no responsibility whatsoever about any losses that are or might be inflicted upon the Users in relation to the use of the i-Platform and the service available therein, including the use of the Auto Invest tool.

6.13. The User must independently study the information on rights and obligations arising from the Claims purchase transactions concluded within the framework of Auto Invest tool.

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

## **7. Conclusion and execution of the Assignment Agreement**

7.1. In case of manual investments, simultaneously with the approval stipulated in Clause 5.3. of the Terms and Conditions, the User shall confirm the provisions of the Assignment Agreement of the Claim to be purchased in compliance with procedures established on the

i-Platform. In case of investments through Auto Invest tool, the User has confirmed the provisions of the Assignment Agreements when activating the respective tool.

7.2. 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 on the i-Platform, and the User shall become a Creditor. The Assignment Agreements concluded by means of Auto Invest tool enter into effect when the respective tool finds a matching Claim and the respective Assignment Agreement is concluded.

7.3. 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 PeerBerry 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).

7.4. The Borrower shall make the Borrower's Payments pursuant to the Loan Agreement. The Loan Originator transfers received Borrower's Payments to PeerBerry, except for that part that is not assigned to the Assignee. PeerBerry upon the receipt of the Borrower's Payments from the Loan Originator shall distribute the received funds among all Creditors of the Borrower having claims against the Borrower as follows:

7.4.1. the received principal amount of the Loan shall be divided pro rata to the amount of the Claim of each Creditor against the Borrower;

7.4.2. the received Interest and other ancillary claims arising from the respective Claim are paid to the Creditor having the respective Claim;

7.5. Immediately after the distribution of the received funds, PeerBerry shall transfer the electronic money equivalent to the respective amount to the Virtual Account of the User and shall withhold the electronic money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the User's Virtual Account.

7.6. 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, PeerBerry and the Loan Originator shall not assume the responsibility for the security of the Claim.

7.7. The procedure of paying the Claim Price, the provisions of recovering Claims and other conditions of assignment are stipulated in the Assignment Agreement.

## **8. Secondary market (bulletin board)**

8.1. On the i-Platform, Users are given the opportunity to transfer their Claim rights (current not finished full investment) in the Secondary Market (Bulletin board), i.e. The PeerBerry makes it possible for Users to announce that they are interested in the sale and purchase of Claim Rights arising from corresponding Loan Agreements that were first offered on the Platform.

8.2. Users have the right to transfer available Claim rights only to other i-Platform Users, i.e. The PeerBerry does not provide the possibility to transfer the Claim right outside the i-Platform.

8.3. The Borrower, by concluding the Loan Agreement, agrees that the Users can transfer the claim rights they have against him in the Secondary Market (on the Bulletin board). The Borrower also confirms that the transfer of claim rights in the Secondary Market (on the Bulletin board) has no effect on his obligations under the Loan Agreement and/or their performance.

8.4. Users in their i- Platform account can select their existing Claim rights that they want to transfer, indicate the price of the relevant Claim rights (remaining value or with discount of up to 50 %) and sell Claim rights in the Platform's Secondary market (bulletin board). The Claim rights, purchased in the Secondary market, can be resold after 1 (one) day after purchase.

8.5. Detailed instruction on how to sell or buy a Claim is indicated in i-Platform Help section.

8.6. Each offer for the transfer of the Claim rights is published in the Secondary market (Bulletin board) for no longer than 14 calendar days. At the end of this period, the Claim transfer offer is cancelled and the User have a right to publish the Claim transfer offer on the Secondary Market again.

8.7. The PeerBerry has the right to cancel the claim transfer offer published on the Secondary market if, before the conclusion of the contract for the transfer of the Claim rights, the essential circumstances related to the relevant Claim right change substantially (e.g. the project owner repays the loan amount in advance, on the decision by PerrBerry according economical, business, technical circumstances etc.).

8.8. The User seeking to acquire a transferable Claim right is given the opportunity to familiarize himself with the information about the relevant Claim right the same as on Primary Market. The user, who intends to acquire a Claim right, must familiarize himself with the relevant information at his own discretion, evaluate it and make a decision regarding the acquisition of the relevant Claim right at his own risk.

8.9. When transferring the Claim right, the fee for the transfer of the Claim right in the Secondary market is NO applied.

8.10. Offers for the transfer of Claim rights submitted on the Secondary market are visible to all Platform Users. All Platform Users have the right to submit offers for the transfer of Claim rights. The offer submitted by the User to purchase the Claim right is considered a binding consent to purchase the Claim right published on the Secondary Market at the specified price.

8.11. Claim rights purchased on the Secondary market are settled by transferring funds from the Payment account of the User acquiring the Claim rights to the Payment account of the User transferring the Claim rights. The User acquiring the Claim rights must have sufficient funds in his personal Payment Account to pay the price of acquiring the Claim right.

8.12. The moment of transfer of the Claim right is considered to be the moment when settlement takes place between the User transferring the Claim right and the user acquiring the Claim right and the funds are credited to the Payment account of the User transferring the Claim right. From this moment, the User who has acquired the Claim right becomes a party to the relevant Loan Agreement and acquires all the rights and obligations that the User who transferred the Claim right had. To the User who has acquired the Claim right all Security instruments associated with it are also transferred.

8.13. The PeerBerry **is not responsible** for the fact that the relevant Project owner, in relation to whom the User has acquired the Claim right, does not fulfil and/or does not fulfil his obligations properly.

8.14. The PeerBerry **is not responsible** in any way for the Secondary Market, as a technical solution (functionality) of the i- Platform, operational disruptions or temporary suspensions (for example, in order to improve the Secondary Market), if as a result, the Users cannot transfer for some time (or acquire) Claim rights.

## **9. User's rights and obligations**

9.1. The User shall undertake:

9.1.1. not to use the i-Platform for illicit conduct, including fraud and money laundering;

9.1.2. upon registration on the i-Platform and when using the i-Platform, to provide only true information;



9.1.3. to use only secure means and devices of electronic communications and data transfer;

9.1.4. to promptly, however no later than within 3 (three) Business Days, to inform PeerBerry in writing or on the i-Platform, if the User's name, surname, company name, details of the authorized representative (in case of legal entities), e-mail address, User's Bank Account number or other information on the i-Platform about the User changes;

9.1.5. in communication with PeerBerry, exercise decency and observe universal moral standards;

9.1.6. to timely submit information and documents for PeerBerry to perform the due diligence of the User according to PeerBerry KYC and AML procedures and policies.

9.2. By confirming the present Terms and Conditions, the User asserts the capability of making decisions on purchases of Claims and concluding Assignment Agreements, as well as that he/she/it understands all risks including the risk not to recover the Claim or a part thereof. The User understands that by assignment of the Claim security interest incorporated in the Collateral (if any) is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

9.3. The User is aware of and understands that third parties, who have obtained the User's password or two factor authentication inputs, can access the User's Profile and assume obligations on behalf of the User. If the User's Profile is used to carry out activities on the i-Platform (incl., buying Claims) using a correct User's e-mail address and password or two factor authentication inputs, it shall be considered that the activities with the respective User's Profile have been performed by the User himself/herself/itself.

9.4. The User shall ensure that there are sufficient funds on the Virtual Account for performing payments that are payable for purchase of the Claims as well as for withdrawal of funds. If the funds on the Virtual Account are insufficient, PeerBerry does not execute the payment and/or transaction. PeerBerry shall not be held liable for any damage or loss, which the User might suffer in this regard.

9.5. The User understands and is informed that PeerBerry and the Loan Originator have an obligation to ensure the confidentiality of the Borrowers' personal data, therefore PeerBerry 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 PeerBerry or 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 PeerBerry, the Loan Originator and the Borrower in this regard.

9.6. 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 without mediation of the Loan Originator, 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.

## **10. PeerBerry rights and obligations**

10.1. PeerBerry shall, on the instructions of the User and in line with orders given by the User on the i-Platform, conclude Assignment Agreements, PeerBerry together with the Loan Originator shall manage the User's Claims. As per the Assignment Agreement the User shall instruct and authorize, and PeerBerry and the Loan Originator shall assume the task in the interests of the former, but in its own name manage the Claim.

10.2. PeerBerry 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 PeerBerry and the Loan Originator to manage the Claim, which PeerBerry and the Loan Originator shall 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.

10.3. PeerBerry 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 PeerBerry and the Loan Originator is 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.

10.4. PeerBerry and the Loan Originator shall manage the Claim until the Claim is closed in full, acting as the proxy holder of the User.

## **11. Payment for the services of the i-Platform**

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

11.2. PeerBerry shall withdraw the electronic money equivalent to the Service Fee from the Virtual Account without additionally coordinating it with the User. PeerBerry 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.

11.3. 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.

11.4. 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.

11.5. The User by using the i-Platform agrees and acknowledges that pursuant to the taxation laws and other regulatory enactments applicable to the User taxes must be paid for the income that the User receives in relation to the Claim. The User shall be fully responsible for paying all taxes arising from the User's Claim pursuant to the laws of the Republic of Croatia and/or any other laws that are applicable to the User's income.

## **12. Liability**

12.1. The User shall be held liable for all losses incurred as a result of unauthorized conduct, if the User has acted illicitly or has intentionally (on purpose) or due to gross negligence failed to fulfill the requirements prescribed in Clause 3.7. or 3.8. of the Terms and Conditions.

12.2. The User shall assume liability for all losses, assumed commitments, or other activities carried out on the User's Profile until PeerBerry has been warned about situations stipulated in Clause 3.8. of the Terms and Conditions and when PeerBerry has had sufficient time to block access to the User's Profile.

12.3. The Loan Originator has asserted to PeerBerry that, within the scope of its activities, it observes all legal requirements applicable to the lending activities that it carries out, including, assesses the credit worthiness of Borrower, and with due diligence makes sure of the accuracy and completeness of data provided by the Borrower. The User is aware of and confirms that PeerBerry is not responsible for the accuracy and completeness of the information provided by the Borrower and/or the Loan Originator.

12.4. PeerBerry 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 i-Platform or purchasing Claims, including:

12.4.1. if the User has failed to observe the Agreement provisions;

12.4.2. 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;

12.4.3. due to interrupted communications and other interruptions or obstacles that are not dependent on PeerBerry;

12.4.4. if, pursuant to the Agreement, the User's access to the User's Profile has been blocked;

12.4.5. due to the Borrower infringing the Loan Agreement or the Borrower's illicit conduct;

12.4.6. due to the performance or delayed performance of the User's commitments arising from the Assignment Agreement.

12.5. PeerBerry is not obliged to make any payments to the User with respect to the Claim, before PeerBerry has received such payments from the Loan Originator.

12.6. PeerBerry and/or the Loan Originator does not have to repay or compensate to the User for the paid Claim Price or any part thereof.

12.7. Users shall settle transactions on the i-Platform directly and on their own responsibility. Users are entitled to use the agreement forms offered on the i-Platform on their own responsibility and at their own risk. PeerBerry shall not be responsible for possible commitments arising from laws that might originate to the Users as a result of transactions concluded on the i-Platform.

12.8. 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 fraudulently, or has intentionally or negligently failed to fulfill the duties prescribed in Clause 3.7. or 3.8. of the present Terms and Conditions.

12.9. The Parties shall not be held responsible for failure to fulfill their respective obligations if the non-fulfillment has occurred due to reasons that are independent on 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 the institutions of the Republic of Croatia, any other country or international or supranational organization, strikes, 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 fulfill the obligations prescribed in the Terms and Conditions. Once the force majeure circumstances have been prevented, the Party must immediately resume the performance of its duties.

12.10. As the Parties use means of communication during the performance of the Agreement, PeerBerry shall not be held responsible for any losses incurred due to interrupted service of mail, electronic or other means of communication, as well as technologies ensuring the respective PeerBerry services, including, but not limited to, interrupted service of means of communication, interruptions in the functioning of the i-Platform, electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions.

### **13. User's personal data**

13.1. PeerBerry 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 and to process it in accordance with the Privacy Policy. If the User does not provide personal data necessary for the fulfilment of the Agreement or the legal obligations under the applicable laws and regulations, PeerBerry will not be able to conclude and fulfil the Agreement and render PeerBerry services.

13.2. The purpose of processing the User's personal data is identifying the User, concluding and fulfilling the Agreement, keeping client records, offering, rendering and maintaining services, financial and statistical analysis, exercising and protection of the rights of PeerBerry and/or User arising from the Agreement in accordance with the Privacy Policy.

13.3. PeerBerry is authorized to disclose the User's personal data:

13.3.1. to any person related to the fulfillment of commitments arising to PeerBerry from the Agreement (including to communications service providers, payment intermediaries, credit institutions, IT service providers, etc.);

13.3.2. to the parent company of PeerBerry, its governing enterprise and any enterprises dependent on the governing enterprise, other companies or enterprises, which directly or indirectly have obtained a significant share in the share capital of PeerBerry or in which PeerBerry has obtained direct or indirect participation, insofar as such information is necessary for the performance of functions delegated to them;

13.3.3. to outsourced service providers that PeerBerry 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;

13.3.4. to personal data operators, the supervisor whereof is PeerBerry, insofar as such information is necessary for the performance of functions delegated to them;

13.3.5. upon handing over (transferring) a Claim;

13.3.6. 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.);

13.3.7. to PeerBerry legal, accounting, or auditing service providers, ensuring that the said persons have undertaken not to divulge such information.

13.4. The User shall agree that PeerBerry 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 PeerBerry or companies affiliated to PeerBerry.

13.5. PeerBerry is authorized to call and send text messages (SMS) to the telephone number having the connection of a mobile communications operator as indicated on the User's Profile, to send emails to the email address indicated on the User's Profile, as well as to dispatch mail to the User's mailing address to reach the User.

13.6. Upon conclusion of this Agreement, the User confirms that he/she has read and understood the Privacy Policy.

#### **14. Termination of the Agreement**

14.1. PeerBerry is entitled to restrict the User's right to use the i-Platform and/or terminate the Agreement and delete the User's Profile without a warning, if:

14.1.1. the User breaches the present Terms and Conditions or the Assignment Agreement or otherwise illicitly uses the i-Platform;

14.1.2. the User has provided false or misleading information or counterfeit documents;

14.1.3. the User has not provided to PeerBerry information that PeerBerry requires in line with the customer identification and/or know-your-customer policies and procedures of PeerBerry and/or as required by law;

14.1.4. if PeerBerry suspects money laundering, terrorism financing, or an attempt to do so, with the involvement of the User or the User's Profile, or if the User is a person who is subject to international or national sanctions or is affiliate of such person.

14.2. Without prejudice to Clause 14.1 above PeerBerry has the right to unilaterally terminate the Agreement at any time during the validity period of the Agreement, by sending a notice to the User's email at least 10 (ten) Business Days in advance. In such case, as of the moment of sending the notice, the User is forbidden to conclude new Assignment Agreements, purchase new Claims, or use the User's Profile. In this case, PeerBerry continues to manage all of the User's Claims purchased before the notice by PeerBerry on unilateral termination of Agreement is sent in compliance with the present Terms and Conditions and the Assignment Agreement.

14.3. 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 PeerBerry.

14.4. If the User wishes to delete the User's Profile and terminate the Agreement, the User sends a relevant notification from the User's email address to PeerBerry or fills in the relevant notification on the User's Profile, if any, and confirms it according to procedures established on the i-Platform. Upon receiving this notification, PeerBerry blocks the User's access to the User's Profile. The User Profile shall be deleted after the time period specified in the Privacy Policy. PeerBerry may retain records about the User and its transactions on the i-Platform for the time periods that it is required to do so by law.

14.5. If the Agreement is terminated, PeerBerry transfers all monetary funds of the User equivalent to the amount of electronic money that is available on the Virtual Account to the User's Bank Account no later than within 3 (three) to 10 (ten) Business Days after the termination of the Agreement.

## **15. Conduct in case of PeerBerry insolvency**

15.1. In case PeerBerry becomes insolvent, no new Assignment Agreements shall be concluded on the i-Platform. Monetary funds equivalent to amount deposited into the Virtual Account shall be paid out to the User.

15.2. In case PeerBerry becomes insolvent it shall not prevent the Users being entitled to receive complete information from the database of the i-Platform about the transactions concluded by them on the i-Platform. To ensure that the aforementioned provision is abided by, PeerBerry shall conclude such service level agreements as shall be deemed necessary with third parties regarding safekeeping of the data originating on the i-Platform.

15.3. Insolvency of PeerBerry shall not affect the legal relations between the User, the Loan Originator and the Borrower.

15.4. In case of PeerBerry insolvency, PeerBerry shall be taking all the necessary steps so that a third party takes over the administration and management of all Claims originating on the i-Platform, about which PeerBerry informs all Users.

## **16. Other Terms and Conditions**

16.1. Transactions on the i-Platform are executed in the currencies indicated on the i-Platform, which PeerBerry is entitled to unilaterally change without any prior notice to the User at any time at its sole discretion.

16.2. 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.

16.3. All notifications of Parties must be put in writing and sent to the other Party within the i-Platform, by mail or email, to the mailing and/or email address indicated on the User's Profile. Correspondence sent in mail shall be deemed received on the 5th (fifth) calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the User's email address shall be deemed received within 24 hours after the dispatch.

16.4. To develop and improve the services offered on the i-Platform and to comply with applicable law, PeerBerry is entitled to introduce unilateral amendments to the present Terms and Conditions, by posting the changed Terms and Conditions on the i-Platform and indicating the number and date of the version.

16.5. Information about amendments in the Terms and Conditions is notified to the User at least 10 (ten) days in advance through the means of communication available to PeerBerry to get in touch with the User. Amendments shall enter into force within 10 (ten) days as of the disclosure of the notification on the i-Platform or when the User accepts the Terms and Conditions on the i-Platform, whichever occurs earlier. PeerBerry may unilaterally amend the present Terms and Conditions without informing the User if the amendments are in favour of the User.

16.6. PeerBerry is entitled to unilaterally amend the Price List at any time, including to determine new commission fees and at the unilateral discretion of PeerBerry grant discounts from commission fees indicated on the Price List. Information about changes in the Price List is available on the i-Platform. Information about changes in the Price List is notified to the User at least 10 (ten) days in advance through the means of communication available to PeerBerry to get in touch with the User.

16.7. The Parties shall undertake not to divulge such information to any third parties, which derives from the present Agreement, except as prescribed in the laws of the Republic of Croatia and in cases established in the Agreement.

16.8. The laws and regulations of the Republic of Croatia shall govern the legal relations arising from the present Agreement.

16.9. Any disputes between the parties in relation to the use of the i-Platform and to the Terms and Conditions shall be resolved in Republic of Croatia pursuant to the effective laws and regulations of the Republic of Croatia.



16.10. 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 wherefrom have been purchased by the User, have been fully met.

16.11. If the Agreement is concluded remotely, the Agreement shall be stored in the PeerBerry database in a PDF file format. The concluded Agreement shall be stored in the database for a time period described in the Privacy Policy.

16.12. The PeerBerry reserves the right to update the Agreement, so it is recommended to review the present agreement regularly to be informed of any amendments. After the update of the Agreement, PeerBerry undertakes to publish the updated version of the Agreement on i-Platform. The amendments and/or supplements to the Agreement take effect after they are published on the i-Platform.

16.13. The Agreement is drafted in the English language.