

Agreement version: 2.0.
Applicable as of: 20.04.2021
In force as of: 20.04.2021

LENDERMARKET LIMITED
REFERRAL PROGRAM TERMS AND CONDITIONS

1. INTRODUCTION

Lendermarket offers the opportunity to earn rewards by inviting friends to invest at Lendermarket through our Referral Program. By participating in the Program, Users agree to the Program Terms as outlined herein, and consistent with any other terms Lendermarket applies.

The terms used in the Referral Program Terms and Conditions shall have the same meaning as ascribed in the Rules of the Platform unless the context otherwise requires or indicated differently in the present Terms.

2. DEFINITIONS

"Date of Validation" means the date when the Referred Party has successfully validated his/her identity.

"Invested Funds" any amount of funds invested by a User on the Platform.

"Participant" means a User, who has a Lender Account on the Website and who is eligible to share the Referral Link.

"Referral Bonus" is a reward in the form of electronic funds the Participant and Referred Party receive by Lendermarket as a transfer to their Lender Accounts if all conditions set in these Terms have been fulfilled.

"Referral Link" is a unique link available on a Lender Account that must be used by the Referred Party to create a Lender Account at Lendermarket.

"Referred Party" means any natural or a legal person who has created a Lender Account on the Website and has invested after using the Referral Link.

"Terms" means these Lendermarket Referral Program Terms and Conditions.

"Validated User" means a User that has successfully validated his/her identity.

3. ELIGIBILITY

3.1. The Referral Program is available from 31 July 2020 for an indefinite period until revoked by Lendermarket.

3.2. The Referral Program is compatible with other promotions offered by Lendermarket or the Loan Originators.

3.3. For the Participant and the Referred Party to receive the Referral Bonus, the following conditions must be fulfilled:

3.3.1 neither the Participant nor the Referred Party has breached any of the clauses of the Referral Program Terms and/or the Rules of the Platform;

3.3.2 Users will be disqualified from the Referral Program if they refer: 1) themselves, 2) a legal entity in which they are shareholders or representatives; or 3) the shareholders or representatives of a legal entity in which they are shareholders or representatives;

3.3.3 the Participant must be registered on the Platform and have his/her identity verified via the solution provided by Lendermarket;

3.3.4 the Referred Party has used the Participant's Referral Link when creating the Lender Account and Lendermarket was able to track it;

3.3.5 when creating a Lender Account on the Platform, the Referred Party must not have previously registered an account, including an account registered with a different email address. In case Lendermarket detects the Referred Party has an account at Lendermarket, the Referred Party's new account will be erased and the Referral Bonus will be revoked;

3.3.6 the Referred Party has a right to become a Lender in accordance with the Rules of the Platform.

4. HOW TO PARTICIPATE

4.1. Lendermarket provides each Validated User with a unique Referral Link that can be found on the Lendermarket Website.

4.2. Users can share or send the Referral Link with third parties (e.g., via an SMS, or messages to people the Participant is acquainted with, in private social network profiles, via email to people the Participant is acquainted with).

4.3. Users are prohibited to use, post or distribute the Referral Link:

4.3.1 in any kind of commercial activity or paid promotion include online advertising;

4.3.2 on websites that provide erotic, indecent or deceptive content;

4.3.3 on websites that provide gambling or betting services;

4.3.4 on websites that are including but not limited to coupon sites, review sites;

4.3.5 and to write emails, text or message people who Users do not personally know.

4.4. The Participant can invite an unlimited number of Referred Parties and receive the Referral Bonus for each successful invitation that has met the requirements described in these Terms and Conditions.

4.5. The Referred Party needs to register and validate his/her identity as a Lender on www.lendermarket.com in a period of 30 days since clicking in the Referral Link.

5. REFERRAL BONUS

5.1. The Participant and the Referred Party will obtain a Referral Bonus calculated on 1% of the Invested Funds invested by the Referred Party within 30 days after the Date of Validation.

5.2. Each Referral Bonus is limited to 3,000 EUR.

5.3. Lendermarket pays the Participant and the Referred Party the Referral Bonus, if all conditions set in these Terms have been fulfilled, within 7 business days after 30 days from the Date of Validation.

5.4. Lendermarket pays the Participant and the Referred Party the Referral Bonus by adding electronic funds equivalent to the Referral Bonus into the Lender Account.

6. TAXATION

- 6.1. The Participant and Referred Party shall be fully responsible for the calculation and payment of all taxes arising from the Bonuses obtained as a result of its participation in the Referral Program. All Bonuses will be paid without any deduction or withholding for or on account of any Tax.

7. TERMINATION AND UPDATES TO THE REFERRAL PROGRAM TERMS AND CONDITIONS

- 7.1. The User is obligated to immediately stop their participation in the Referral Program if requested by Lendermarket for any reason, at Lendermarket's sole discretion.
- 7.2. Lendermarket reserves the right to suspend or terminate Lender Accounts or deny any Referral Bonus if we notice any activity that we believe is abusive, fraudulent, or does not comply with any of these Terms or any other agreements that apply to Users.
- 7.3. Lendermarket may suspend or terminate the Referral Program or a User's ability to participate in it at any time for any reason.
- 7.4. Lendermarket may, in our sole and absolute discretion, amend these Terms or terminate the Referral Program unilaterally and without individually notifying the User. We may not always be able to give you advanced notice of such updates or amendments but, if we modify these Terms, we will always post them on the Lendermarket Website. Continued participation in the Program after any modification shall constitute consent to such modification.
- 7.5. The Users will be disqualified from the Referral Program if they refer themselves. The Referred Parties must be new Lenders to Lendermarket and cannot have an existing registered account.
- 7.6. If Lendermarket, at its sole discretion, believes that the Participant and/or Referred Party created accounts for the primary purpose of collecting the Referral Bonus of the Referral Program, the Participant and/or Referred Party will be disqualified from the Referral Program and will not be eligible for its rewards.
- 7.7. Lendermarket may review payment and withdrawal information of the Participant and the Referred Party if it will suspect a breach of the Lendermarket Referral Program Terms and Conditions.

8. MISCELLANEOUS

- 8.1. Any dispute or claim arising out of these Terms, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by these Terms and by the Rules of the Platform that have been published on the Platform at the moment when the Referred Party submitted the Application Form using the Participant's Referral Link.
- 8.2. Lendermarket shall not be deemed responsible for any misuse of the Referral Link, including but not limited to, technical issues that might cause the Referral Link to not work properly, thus not appearing as used when the Referred Party is creating the Lender Account on the Platform.