



TERMS OF PEER-TO-PEER LENDING

§ 1. DEFINITIONS

1. As used in these Terms, the following terms shall have the following meanings:

- a. **Service Provider** – AFTERMARKET.PL LIMITED with its registered office in Cyprus at the following address: Chytron 3, Office 301, P.C. 1075 Nicosia, Cyprus, entered into the Registry of Companies maintained by the Minister of Trade, Industry and Tourism under number HE 245422, which provides services covered by the provisions of these Terms.
 - b. **General Terms of Service** – General terms of service of the aftermarket.pl website, available at: <http://aftermarket.pl>
 - c. **Terms of Domains** – Terms of provision of services related to domain names by aftermarket.pl, available at: <http://aftermarket.pl>
 - d. **Terms** – these Terms available at: <http://aftermarket.pl>
 - e. **Agreement** – Agreement for the provision of the Agency Service.
 - f. **Price List** – the price list for the services provided by the Service Provider, available at: <http://aftermarket.pl>.
 - g. **Loan Agreement** – an agreement between the Lender and the Borrower, which sets out the terms of the loan, in particular the amount of the loan, interest rate on the loan, the amount and repayment schedule, the method of loan security and its terms.
 - h. **Loan Auction** – an announcement posted on the Website by the Borrower, regarding the offer to conclude a Loan Agreement on the terms specified by the Borrower.
 - i. **Agency Service / Service** – a service covered by the Terms, provided by the Service Provider to the User for remuneration, aimed at matching the Lender with the Borrower.
 - j. **Entrepreneur** – a natural person, a legal person or an organizational unit with no legal personality but which is granted legal capacity under the law, that concluded an Agreement for the Service with the Service Provider for purposes directly related to the business or professional activity.
 - k. **User** – an Entrepreneur who, as a result of Registration on the Website, has obtained a User Account and access to the Services on the basis of the Agreement.
 - l. **Lender** – a User who, as a result of submitting a loan bid under the terms and conditions specified in the Terms, granted the Borrower a loan and concluded a Loan Agreement with the Borrower.
 - m. **Borrower** – a User who entered into a Loan Agreement with the Lender in which the Borrower undertook to return the loan amount on the terms specified in the Loan Agreement.
2. All capitalized terms which are not defined in clause 1 above, have the meanings assigned to them in the General Terms of Service or the Terms of Domains. In case of any discrepancies between a definition of a term provided in the General Terms of

Service or the Terms of Domains, the meanings provided in clause 1 above shall prevail.

§ 1. General Provisions

1. The Service Provider provides the Service to the User through the Website on terms set out in the Terms and in the Agreement. The Terms define the rights and obligations of the Parties to the Agreement.
2. The Agency Service provided through the Website allows matching the Entrepreneurs who are interested in taking out a loan with the Entrepreneurs who have capital to grant a loan. Thus, the Service Provider provides the on-line Agency Service, consisting in particular of payable:
 - a. undertaking factual and legal actions enabling the Entrepreneurs possessing cash to lend it to another Entrepreneur, which include, in particular, verification of the identity of potential borrowers, credibility of a potential borrower, record of a disclosed debt, assessment of a risk of loan repayment by a given User's, intermediation in granting a Loan Agreement, and then its performance: transferring cash to Borrowers and repayment of the loan amount together with due fees and interest to Lenders,
 - b. undertaking factual and legal actions enabling the interested Entrepreneur to borrow from other Entrepreneurs who have funds, including, in particular: determining persons who will conclude the Loan Agreement with the interested party, intermediation in granting the Loan and then its performance: transferring cash to Borrowers and repayment of the Loan amount together with due interest,
 - c. undertaking factual and legal actions to perform the security of the Loan Agreement in the form of a transfer of receivables under the Agreement for the Borrower's Domain Name Registration.
3. The use of the Agency Service is voluntary and it is possible solely after meeting the conditions stipulated in the Terms.
4. Only the Entrepreneurs who are not subject to bankruptcy or restructuring proceedings, and are not at risk of initiating such proceedings, and who do not face circumstances that could result in the initiation of such proceedings, may use the Agency Service on the basis of the Terms.
5. The Consumer may not participate in the Loan Auction or enter into a Loan Agreement with another Consumer or Entrepreneur via the Website.
6. The Service Provider reserves the right to refuse to provide any services to the User without stating any justification and reason.
7. The detailed terms for the provision of the Agency Service are stipulated further in these Terms.

§ 2 Investment Risk Assessment and Liability

1. The Lender is required to assess the investment risk regarding the Loan Agreement on its own.
2. Any consequences of the decisions regarding the Loan Agreement, made by the User, shall be borne solely by the User. The Service Provider is not a party to the Loan Agreements concluded between the Users and is not liable for non-performance or improper performance of the Loan Agreement.
3. The Service Provider shall not be liable for the completeness, correctness and truthfulness of the data provided by the User at registration on the Website, however, the Service Provider shall maintain due diligence in order to verify the User in accordance with the General Terms of Service.
4. Users shall be fully liable for the performance of the Loan Agreement and for the tax consequences of the Loan Agreement.
5. The Borrower shall be liable for erroneous declarations of will put in on the Loan Auction. The Lender shall be liable for the consequences of errors in the bids submitted by it.
6. The Borrower shall be liable for the content of the advertisement with the loan application and for the terms of the loan applied for.
7. The Service Provider does not control and does not interfere with the terms on which the Loan Agreements are concluded.
8. The Borrower and the Lender shall bear the consequences of any errors both with respect to each other and with respect to the Service Provider.

§ 3 Loan Auction

1. The User interested in obtaining a cash loan announces a Loan Auction using a web page designated by the Service Provider on the Website to publish Loan Auctions. Each User, irrespective of the number of the registered User Accounts, may announce not more than 10 Loan Auctions on the Website at the same time.
2. The Loan Auction announcement should contain at least:
 - a) the minimum loan amount;
 - b) the deadline for the loan repayment;
 - c) the manner of securing claims resulting from the Loan Agreement; in particular, it should indicate the Domain Name, which will be the subject of the security.
3. The Remuneration due to the Lender for granting a loan in the Loan Auction may in any case be equal to the maximum interest resulting from the provisions of the Civil Code, fixed as of the date of the Loan Auction announcement, or lower. The amount of the Remuneration referred to in the preceding sentence is visible to the Borrower on the Website prior to accepting the Lender's bid.
4. The Loan Auction is open for the period indicated by the User who announces it. During this time, interested Lenders may submit their bids.
5. If the Borrower does not receive any bid during the Loan Auction, the Loan Auction will be cancelled by the Service Provider, about which the Borrower will be informed via the User's Account on the Website. The Loan Auction will also be cancelled if the Lender, within 7 days from the date of conclusion of the Loan Agreement, does not provide

sufficient amount of funds on its User Account allowing satisfaction of the Borrower's claim in accordance with the Loan Agreement. In this case, the Service Provider reserves the right to temporarily block all or part of the functionalities of the User Account in accordance with the provisions of the General Terms of Service.

6. The Service Provider reserves the right to limit the User's possibility of announcing a Loan Auction if, in its opinion, the User's actions may threaten the stability of transactions carried out on the Website, in particular when the User is in arrears with a payment under even one Loan Agreement concluded via the Website.
7. If the bids submitted by the Users are lower than the minimum loan amount specified in the Loan Auction, the User announcing the Loan Auction is not obliged to conclude a Loan Agreement with any of the Users offering a loan.
8. If the highest loan bid submitted in the Loan Auction is lower than the minimum loan amount specified by the Borrower, the Borrower may accept or reject such a bid within 7 days from the end of the Loan Auction. If the Lender does not respond to the offer within 7 days from the date of the offer submission by the Borrower, the bid submitted for less than the minimum amount will be automatically rejected.
9. If the highest loan bid submitted in the Loan Auction is equal to the minimum loan amount specified by the Borrower, the Loan will be automatically accepted upon the end of the Loan Auction.
10. If the highest loan bid submitted in the Loan Auction is higher than the minimum loan amount specified by the Borrower, the Borrower may, within 7 days from the end of the Loan Auction, decide on the amount of the accepted bid by selecting any amount between the minimum loan amount and the amount of the submitted bid. If the Lender does not respond to the offer within 7 days from the date of the offer submission by the Borrower, the bid submitted for the amount above the minimum will be automatically accepted in the amount equal to the minimum loan amount specified by the Borrower.
11. Each Loan bid submitted in the Loan Auction should be higher than the highest bid recorded in the given Loan Auction. A bid equal to the highest or lower than the highest bid in the Loan Auction cannot be submitted and will not be recorded in the Loan Auction. For each Auction, the Service Provider defines the minimum amount of outbidding the bid by indicating it on the Website.
12. The User may not withdraw its offer to conclude a Loan Agreement.
13. A Loan Auction shall last for the time specified by the User in accordance with clause 4 above. It is possible to close the Loan Auction earlier. In this case, the provisions of clauses 7 to 10 above shall apply accordingly.
14. The User may cancel the Loan Auction at any time. In the event of cancellation of such an Auction, any offers (both from the Borrower and the Lender) submitted during the Loan Auction shall cease to bind.
15. The Service Provider reserves the right to cancel a Loan Auction at any time, until its closing, in the event of too high investment risk for any of the Users. In the event of cancellation of the Auction, any offers (both from the Borrower and the Lender) submitted during the Loan Auction shall cease to bind.
16. The Borrower is obliged to pay the Service Provider a remuneration for the Agency Service, which is automatically collected from the amount of the Loan upon

disbursement of the Loan to the Borrower. The amount of the remuneration corresponds to the remuneration specified in the Price List valid as of the date of entering the Loan Agreement.

§ 4 Activities after Closing the Auction

1. The Loan Agreement is generated for the Loan Auctions, which were successful and the Borrower accepted the bid of the Lender submitted at the Loan Auction and received funds under the Loan.
2. In the Loan Agreement full data of the Borrower and the Lender must be provided.
3. Loan Agreements are stored on the Service Provider's server in the form of pdf files. Parties to the Loan Agreement may download a file with an agreement from the User Account.
4. The Loan Agreement is also sent to the e-mail address of the Borrower and the Lender upon the disbursement of the loan, i.e. when the funds are transferred to the Borrower's account by the Lender.
5. The date of granting the loan and conclusion of the Loan Agreement, from which the repayment period is calculated, shall be the date of the moment of transferring the loan through the Website, where at the time of booking the funds, the system will automatically mark the loan as disbursed.
6. The amount of the Loan granted by the Lender is transferred after confirmation of the assignment of the Domain Name by the Borrower to the Service Provider for the Loan repayment period.
7. The form of delivery of the Loan Agreement with appendices is deemed sufficient and mutually accepted by the parties.

§ 5 Loan Security

1. The Loan may be secured by a transfer of receivables under the Agreement for Domain Name Registration to the Service Provider, subject to a return transfer of receivables after repayment of the amount covered by the Loan Agreement, before the Loan amount is disbursed to the Lender's account. The transfer of receivables, referred to in the preceding sentence, shall secure the Loan in the event of non-repayment of the liability resulting from the Loan Agreement. The transfer of receivables, referred to in this provision, applies only to the Domain Name, which was indicated by the Borrower in the Loan Auction.
2. In order to establish security in the form of a transfer of receivables under the Agreement for Domain Name Registration concluded between the Service Provider and the Borrower, it is sufficient to conclude a Loan Agreement between the Borrower and the Lender in the form specified in these Terms, which contains provisions in this respect.
3. An assignment of a Domain Name is made by the Service Provider on the terms set out in the Terms of Domains at the Borrower's request.
4. The Borrower is obliged to ensure that the Domain Name, which serves as security for the Loan Agreement for the period for which it was concluded, is maintained, and bears

full costs of its maintenance during that period. In this case, the fee for renewing the Domain Name is paid 30 days before the expiration of the Domain Name Registration period. The Lender may not use the Domain Name nor dispose of it, unless otherwise provided for in the Terms.

5. The Service Provider shall in no event be liable for the loss of the Domain Name. Any disputes regarding the Domain Name, including its loss, are settled solely between Users, without the participation of the Service Provider.
6. In the case of the Loan repayment, the Service Provider is obliged to make a return transfer of the receivables under the Agreement for Domain Name Registration to the Borrower within 14 days from crediting its User Account with the full amount of the Loan and interest or the last instalment resulting from the Loan Agreement and costs incurred by the Lender.
7. In the event of failure to repay the full amount of the Loan or termination of the Loan Agreement before the Loan repayment, the Domain Name may be sold on a domain name marketplace maintained by the Service Provider as part of the Auction, no sooner than within 7 days from the date of repayment of the outstanding Loan instalment. If the Borrower fails to meet its obligations towards the Lender within 21 days from the date on which the outstanding instalment of the Loan was to be repaid, the sale of the Domain Name referred to in the preceding sentence will take place automatically, without taking into account the minimum price set by the Lender, referred to in clause 10 below.
8. If the Domain Name is sold for an amount equal to or less than the amount of the unpaid Loan, the amount obtained from the sale is applied towards the Borrower's debt, and the Loan is thus deemed fully repaid.
9. A surplus obtained from the sale over the amount of the Loan which has not been repaid is automatically returned to the Borrower within 7 days of the date on which the Service Provider's bank account is credited with the funds received from the purchaser of the Domain Name. If the Domain Name Auction referred to in clause 7 above is unsuccessful, the Lender is entitled to all rights and obligations related to the Domain Name, and the Borrower may not claim a return transfer of receivables under the Agreement for Domain Name Registration from the Lender.
10. An unsuccessful Domain Name Auction referred to in clause 9 above shall mean the situation in which the Domain Name put for Auction is not sold, in particular it does not reach the minimum price indicated by the Lender, which constitutes the equivalent of the sum of unpaid instalments and interest due as of the day on which the Domain Name Auction starts. However, the indication of the minimum price by the Lender is not obligatory.
11. If the Domain Name is sold at the Auction and the Domain Name buyer does not pay the Lender for the Domain Name and thus the Lender's claims against the Borrower are not settled, the Domain Name should be placed on the Domain Name marketplace once again at the Auction, on the terms set out in the Terms.

§ 6 Settlements Between Users

1. The Service Provider is an intermediary in the process of transferring funds between Users for a fee specified in the Price List valid as of the date of entering the Loan Agreement.
2. Users can make mutual settlements (transfer of the Borrower's loan and repayment of the loan) only through the Service Provider.

§ 7 Terms of Concluding Loan Agreement

1. The terms and conditions of the Loan Agreement are compatible with the laws in force in Poland.
2. By using the Website, the User agrees to submit declarations of will in electronic form. Both the conclusion of the Loan Agreement and the establishment of the security in the form of the transfer of receivables under the Agreement for Domain Name Registration concluded between the Lender and the Borrower do not require a signature.
3. In any case, it is not possible to withdraw from the Loan Agreement after its conclusion.

§ 8 Information about Arrears

1. By registering and verifying its personal data on the Website, the User (the Borrower) agrees that in the event of the Loan Auction being launched by the User, the Website may provide other Website Users, who express the will to submit a bid in the Loan Auction, with information about possible arrears in the repayment of the User's (Borrower's) liabilities to other registered Website Users, as well as about the numbers and amounts of other loans, including loans repaid or being repaid.
2. The information provided shall not include the User's (Borrower's) personal data.
3. Information about Borrowers' arrears is prepared by the Service Provider on the basis of the knowledge obtained in connection with the handling of settlements between the parties to the Loan Agreement.
4. If the User is not in arrears with the repayment of its obligations to other Users, it may lodge a complaint to the Service Provider in connection with the transfer of information about arrears at any time, justifying its request to have the entry deleted or changed by the Service Provider. Along with the request to delete the entry, it is necessary to substantiate the circumstances to which the User refers to in the justification.

§ 9 Final Provisions

1. The Service Provider reserves the right to amend the Terms or to publish new Terms in the following cases:
 - a. change of the law,
 - b. change of the technical conditions of providing the Service,
 - c. change of the terms and prices of services provided by third parties to the Service Provider, which are necessary to provide the Services,
 - d. change of the range of the Services provided,

- e. organizational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
2. In the event of an amendment to the Terms, the Service Provider is obliged to inform the User about the amendments made at least fourteen days before the date of their entry into force by post or via e-mail sent to the address indicated during the Registration. The provisions of the new Terms shall bind the other Party if it does not submit an offer of early termination of the Agreement.
3. Amendments to the Terms leading to the cessation of the Service provision shall be binding only after the end of the Service provision period which began before the amendment to the Terms was made.
4. To all matters not settled in the Terms or the Agreement, the laws of Poland shall apply.
5. The contact details of the Service Provider are available at: <http://aftermarket.pl>.
6. The Terms shall enter into force on 30.03.2019.