

# Daskapital

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## General Terms and Conditions of Use



## 1. GENERAL PROVISIONS

The General Terms and Conditions of Use of Daskapital websites/platforms (GTCU) establish the rules that apply to the relationship between Daskapital and Users, as well as to the relationships established between Users themselves, resulting from the use of Daskapital websites/platforms, their products and services, whose conditions of access and use are also governed by these General Terms and Conditions of Use.

In order to use the Daskapital websites/platforms, users must read, understand and accept the General Terms and Conditions of Use, as well as the Daskapital Platform Privacy Policy.

By using the Daskapital websites/platforms, you confirm that you have read, understood and expressly agreed to the General Terms and Conditions and Privacy Policy of the Daskapital websites/platforms. If you have not read, understood or accepted the General Terms and Conditions or the Privacy Policy of the Daskapital websites/platforms, you must stop using the Daskapital websites/platforms immediately. If you are representing a legal entity, by using the Daskapital websites/platforms you are declaring that the legal entity you represent has read, understood and agreed to the General Terms and Conditions and Privacy Policy. Otherwise, you must stop using the Daskapital websites/platforms immediately.

The Daskapital websites/platforms belong to Das Kapital, Lda. a private limited company, NIPC Nº 516 460 730, with share capital of €50,000.00 (fifty thousand euros) and head office at Rua do Pereiro, número 291, UI, 3720-593 Oliveira de Azeméis, Portugal.

If any provision included in these General Terms and Conditions is found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

The User acknowledges that all documents and orders that are delivered and signed electronically in the personal area or sent by email through their previously registered address correspond to their free and conscious will.

Communications between the Daskapital Platform and Users will be carried out via email and/or through notifications in their personal area or communications in public areas of the website and/or platform.

The data stored on the Daskapital Platform will be conclusive with regard to the facts and issues on which they are kept, in particular with regard to the identification of Users, in the context of disputes, and more generally, the identification of the parties (Investors and Promoters) to the contracts, the number of contracts concluded and their characteristics.

These General Terms and Conditions, written in Portuguese, as well as the relations between Daskapital and Users in this context, are subject to Portuguese law.

The currency indicated on the Daskapital Platform is the Euro.



## 2. DEFINITIONS

Throughout these General Terms and Conditions, the following definitions shall apply, among others:

- a) Daskapital: Das Kapital, Lda. company with the fiscal number 516 460 730, with share capital of 50.000.00 (fifty thousand euros) and with registered offices at Rua do Pereiro 291, UI, 3720-593 Oliveira de Azeméis, Portugal, owner of Daskapital websites/platforms, or other entities with which Daskapital Lda. is in a control or group relationship, such as Daskapital - Crowdfunding S.A. and Daskapital España S.L.; in certain contexts, the same as Daskapital Platform;
- b) Daskapital - Crowdfunding S.A.: company with the fiscal number 518 046 478, with share capital of €50,000 (fifty thousand euros) and headquartered at Rua do Pereiro 291, UI, 3720-593 Oliveira de Azeméis, Portugal, responsible for managing and operating the Daskapital Platform in the provision of crowdfunding services under Regulation (EU) 2020/1503 of the European Parliament and of the Council, of 7 October 2020, under the authorisation, regulation and supervision of the Portuguese Securities Market Commission (CMVM), and that holds a licence issued under the aforementioned Regulation that allows it to operate in all European Union Member States;
- c) Daskapital España S.L.: company with the fiscal number B70627534, with registered office at C/. Pintor Sert núm. 1 08760-Martorell (Barcelona) Spain, responsible for managing and operating the Daskapital Platform in terms of providing alternative financing services through the assignment of credits (crowdfunding or invoice trading);
- d) Daskapital Platform: an information system based on the Internet and accessible to the public at [www.daskapital.eu](http://www.daskapital.eu), to be operated or managed by Daskapital which, operating in accordance with EU regulations and other applicable legislation, allows Promoters to present Collaborative Financing Projects and credit assignment proposals to obtain liquidity and funding from Investors;
- e) Promoter(s): entity(ies) (SMEs, Companies, Sole Proprietorships, Associations, Public or Private Institutions, other Organizations or Legal Persons, and, in some cases, individuals or natural persons) seeking funding or liquidity from Investors and who have created an account on the Daskapital Platform, having accepted its General Terms and Conditions and Privacy Policy;
- f) Investor(s): entity(ies) (individuals or natural persons, SMEs, Companies, Sole Proprietorships, Associations, Public or Private Institutions, other Organizations or Legal Persons) who intend to make investments and who have created an account on the Daskapital Platform, having accepted its General Terms and Conditions and Privacy Policy;
- g) User(s)/Client(s): the universe of Promoters and Investors as defined above, as well as any person who visits Daskapital's websites/Platforms and interacts with Daskapital through them in the context of its activity;
- h) Sophisticated investor: a natural or legal person who is a professional client in accordance with points 1, 2, 3 or 4 of Section I of Annex II to Directive 2014/65/EU, or who has been approved by



the crowdfunding service provider to be treated as a sophisticated investor in accordance with the criteria and procedure set out in Annex II to Regulation (EU) 2020/1503;

- i) Non-Sophisticated Investor: an investor who is not a sophisticated investor;
- j) Assignor: The same as Promoter, in the context of the sale/assignment of credits on third parties;
- k) Debtor Entity: entity(ies) (SMEs, Companies, Sole Proprietorships, Associations, Public or Private Institutions, other Organizations or Legal Persons) over whom a Promoter/Lender holds a credit (usually an invoice);
- l) Registration/Account: individual registration/account of a User created on the Daskapital Platform;
- m) Contract: loan agreements, general contracts, special conditions and other legal contracts entered into within the scope of investments/financing carried out through the Daskapital Platform and which govern the agreements between Promoters and Investors;
- n) Privacy Policy: The Daskapital Platform's Privacy Policy, acceptance of which is required in order to use it, is available at [www.daskapital.eu](http://www.daskapital.eu);
- o) Payment institution: a payment institution legally authorized to provide payment services for crowdfunding activities;
- p) Mangopay: Mangopay, S.A., a company registered under number B173459 in the Luxembourg Trade Register and authorized and supervised by the Luxembourg Financial Sector Supervisory Commission (CSSF), with registered office at 110 route d'Arlon L-1150 Luxembourg and whose website is: [www.cssf.lu](http://www.cssf.lu), for the receipt, transfer and collection of funds from Users in electronic money;

The terms and expressions defined in the singular or plural in Clause 2, and in the rest of the text of the General Terms and Conditions of Use, may be used, respectively, in the plural or in the singular, with the corresponding alteration of their meaning, unless the respective context indicates otherwise.

### **3. ACCESS TO THE WEBSITE AND PLATFORM**

Access to the [www.daskapital.eu](http://www.daskapital.eu) website is free and does not require any prior registration, with the exception of the Platform, where access to content or services is preceded by an access control. To access the Platform, the User must register following the process stipulated for this purpose on the Platform itself.

The User acknowledges that he/she is over eighteen (18) years of age and accepts that access to and use of the website, the platform and/or the content included therein is carried out freely and knowingly, under his/her sole responsibility.



Access to the website, the platform and/or the content included therein does not imply any type of guarantee as to the suitability of the website and/or the content included therein for the particular or specific purposes of the Users, beyond the process that Daskapital certifies it follows to verify each of the investment opportunities published and which is indicated in these General Terms and Conditions of Use.

Daskapital may establish limitations and/or additional conditions for the use of and/or access to the website or the platform and its contents, which must be observed by Users in all cases.

Daskapital requires responsible and lawful use of the website, the platform and the content displayed on them.

#### **4. ABOUT DASKAPITAL**

Das Kapital, Lda. is a private limited company, with the fiscal number 516 460 730, with share capital of €50,000.00 (fifty thousand euros) and head office at Rua do Pereiro, número 291, UI, 3720-593 Oliveira de Azeméis, Portugal, owner of the Daskapital websites and Platform.

The Daskapital Platform is an online marketplace, or "marketplace", on a peer-to-peer basis, in which Promoters (companies) establish a direct link with Investors without the intervention or participation of an intermediary, which aims to facilitate access to credit for companies and investment opportunities for investors, through which (and under the conditions set out in this document), its Users come into contact with each other and may enter into contracts electronically, by meeting of minds, and to which Daskapital will not be a party.

Daskapital's role is to manage and maintain the Daskapital Platform, through which it provides its services, directly linking Investors, holders of funds, to the companies (Promoters) seeking financing, guaranteeing its operability, namely by concluding contracts between users and assisting Users in complying with them.

The Daskapital Platform only transmits information between Investors and Promoters, registering the respective conditions for entering into contracts, which will be freely entered into between them without any intervention on the part of the Daskapital Platform.

The orders inherent to the contract will be instructed by the Investors and Promoters directly to Daskapital, which will aggregate all the information. Daskapital will only take into account orders sent to it by Users via the Daskapital Platform.

All actions and decisions taken through the Daskapital Platform, including the assumption of risk, the decision to enter into contracts, the definition and acceptance of the respective conditions, namely financing/investment amounts and interest rates, are the sole responsibility of the Users.

Daskapital does not provide advice or recommendations of any kind to Users. Any information provided does not represent any form of advice, recommendation or endorsement on the part of Daskapital, and



is not intended to generate or convey any form of confidence to users, nor to constitute the sole source of information for decision-making by Users.

The contracts established through the Daskapital Platform, and the investments associated with them, carry risks, including partial or total loss of the capital invested. Investors should clarify all their doubts before using the Daskapital Platform. Daskapital's process of studying and analyzing Promoters cannot be considered as a recommendation or guarantee regarding any investment that may be made using Daskapital's crowdfunding services. Daskapital is not responsible for any losses that Investors may suffer as a result of investments made through the Daskapital Platform.

Daskapital will not be held liable for any damage or loss that may occur to anyone who makes a successful or unsuccessful application for funding using Daskapital's crowdfunding services, including loss of project, business, client or any other related situation. The Promoter will only be able to receive funding from Investors after completing the respective funding request process, complying with all legal and regulatory requirements, as well as all requirements deemed necessary by Daskapital for the correct analysis and approval of the process, formalization of contracts and provision of funds, in the event that it manages to raise the minimum amount defined by Daskapital.

Daskapital will always have a clear and transparent communication policy with all participants and users of the platform, highlighting whenever necessary all the inherent risks for people and companies or organizations.

Payment transactions, transfer and receipt of funds and collections are carried out by Mangopay S.A., an electronic money institution with a share capital of 2,000,000 euros, registered under number B173459 in the Luxembourg Trade Register and authorized and supervised by the Luxembourg Financial Sector Supervisory Commission (CSSF), with its registered office at 110 route d'Arlon L-1150 Luxembourg and whose website is: [www.cssf.lu](http://www.cssf.lu), whose services Daskapital uses for the receipt, transfer and collection of funds from Users in electronic money.

## 5. DASKAPITAL PLATFORM (TECHNICAL CONDITIONS)

Daskapital's main concern is the security of User transactions. In addition to all the security of the Platform's infrastructure, each of the operations carried out by users is subject to its own procedures that ensure a high level of security in accordance with good data protection and encryption practices. The Platform's IT architecture is based on servers hosted in *cloud services*.

However, the User acknowledges that the management and maintenance of the Daskapital Platform is based on complex technical means, in which failures and anomalies may arise, and adjustments or repairs may be necessary, so that Daskapital cannot guarantee the operation of the Platform at all times, and cannot be held liable for damages, losses, lost profits or any damages arising from any of these situations.

Nor can Daskapital be held responsible for any problems, temporary or permanent failures, as well as any improper and illegal violations of the Daskapital Platform's security systems, resulting from the



actions of third parties or the User, which may result in the improper disclosure of users' personal information.

The Daskapital Platform may be temporarily suspended for the purposes of maintenance, technical impositions or reformulations, and also whenever its non-suspension jeopardizes the security of the Platform.

The User is solely and exclusively responsible for their internet connection and its security conditions, as well as for their communication devices, and Daskapital cannot be held responsible for the failure of the Platform to function, operate and/or be compatible with it. The Customer is also responsible for their transmission and data, passwords, anti-virus, anti-spyware, and Daskapital is not responsible for any misuse or abuse of such elements by the User.

The Daskapital Platform can be accessed through the website [www.daskapital.eu](http://www.daskapital.eu) via properly updated and certified internet browsers on computers or cell phones (Internet Explorer, Microsoft Edge, Chrome, Firefox, Safari).

## **6. REGISTRATION, ACCOUNT CREATION AND GENERAL CRITERIA FOR PARTICIPATION IN THE DASKAPITAL PLATFORM**

Use of the Daskapital Platform begins when Users register on it, and it is not possible to operate on the Daskapital Platform unless the User is registered. When starting the registration process, the User must enter a valid e-mail address and set their unique registration password. To create their account, Users must also read and accept the General Terms and Conditions and Privacy Policy of the Daskapital Platform. The data required and the account creation procedures are those defined by Daskapital and may be updated and/or altered by Daskapital.

Use of the Daskapital Platform also requires the creation of an Account with Mangopay, a payment institution duly authorized by the Luxembourg Financial Sector Supervisory Commission (CSSF) to carry out the activity of managing, transferring, receiving and collecting funds in electronic currency. The User accepts that by creating a Daskapital account, an account with Mangopay will be created for the User. The possibility of using the Daskapital Platform is subject to acceptance of the Mangopay Terms and Conditions and the Mangopay verification and approval process. The acceptance of these Terms and Conditions explicitly allows Daskapital to perform several actions on the Users' Mangopay account on their behalf, namely User and account creation, User category update, Contact details update, Register or modify recipient (bank/external account to which payouts can be made), Transfers, Payouts/Withdrawals, Access to wallet balance and consult transaction history.

By using the Daskapital Platform, you confirm that you have read, understood and explicitly agreed to the General Terms and Conditions and Privacy Policy. If you have not read, understood or accepted the General Terms and Conditions or Privacy Policy of the Daskapital Platform, you should stop using the Daskapital Platform immediately. If you are representing an entity/corporation/organization, by using the Daskapital Platform you are stating that the same entity/corporation/organization you represent



has read, understood and agreed to the General Terms and Conditions and Privacy Policy. Otherwise, you should stop using the Daskapital Platform immediately.

When registering and creating an account, Users guarantee to Daskapital that the information and documents provided are correct and true. If any of the information provided during the registration process changes, Daskapital Platform Users must make these changes in their user area or by contacting Daskapital as soon as possible.

Daskapital reserves the right to reject the participation of Users who do not meet the eligibility criteria defined in these General Terms and Conditions. Daskapital also reserves the right, unilaterally and without prior notice, to terminate the account, suspend or place limitations on the use of users' accounts in the following situations:

- a) To the extent that it is required to do so by any legal provisions, supervisory bodies or court decisions;
- b) Whenever there is a suspicion that the account is being used to carry out illegal or criminal practices;
- c) Whenever the requirements for participation in the Daskapital Platform are not met, including compliance with these General Terms and Conditions and Privacy Policy;
- d) Failure to comply with contracts entered into through the Daskapital Platform;
- e) Whenever there is suspicion or evidence of a pattern of disrespectful, unethical or bad faith behavior on the part of a User towards Daskapital or one of its employees or partners, as well as towards other Daskapital Users;
- f) Use of the Daskapital Platform in one of the following ways:
  - f1) Use capable of impairing the operability of the Daskapital Platform as a whole, both in terms of its stability and security;
  - f2) Inactivity or non-use of the account by the User for a period of 12 months;
  - f3) Illegitimate or improper use of the Daskapital Platform for any purpose other than the conclusion of contracts.
  - f4) Carrying out erratic actions on the Platform without any purpose related to the activity carried out by Daskapital.

Use of the Daskapital Platform is intended solely and exclusively for persons over the age of 18, and is forbidden to minors or any persons with personality restrictions, including, but not limited to, interdicted persons, as well as those who, due to their habitual prodigality or abuse of alcoholic beverages or narcotics, are incapable of properly managing their assets.

Any incorrect information, or information entered for fraudulent purposes, may be stored and used by Daskapital for judicial and/or criminal purposes, and may be freely communicated to the competent authorities for the investigation of potentially existing offenses.





Daskapital and the payment institution may require their Users to provide proof/certification for the purposes of identity control, verification of compliance with participation requirements or to fulfill any other legal or regulatory purposes.

The personal data provided through the Platform is intended to be used by Daskapital, and entities with which it is in a control or group relationship, by payment institutions and partner companies of Daskapital in the management and operation of the Platform and the provision of services necessary for its operation, and/or by entities integrated on a consolidated basis.

The User authorizes Daskapital and the entities with which it is in a control or group relationship, the payment institution and Daskapital's partner companies, to store, process, communicate, intercommunicate and transmit their personal data, within the limits of the law, for the general operation of the platform, for promotional actions for Daskapital's products and new services, as well as for compliance with all applicable legal and regulatory provisions, and may assign and transmit these elements to Daskapital's partner entities in the management and operation of the Platform and the provision of services necessary for its operation or entities that are in a control or group relationship with Daskapital or subcontracted for this purpose.

The User authorizes and consents to Daskapital and the entities with which it is in a control or group relationship, the payment institution and Daskapital's partner companies to use the personal data provided, in the performance of their activity, as well as in the following i) completion of the Contract; ii) management of individual accounts; iii) management and recovery of debts; iv) identity validation; v) prevention and detection of fraud; vi) mandatory communications with legal entities; vii) legally binding communications; viii) communication to Daskapital's partner entities in the management and operation of the Platform and provision of services necessary for its operation; ix) communication to entities with which it is in a control or group relationship.

The User understands and accepts that the information they are asked to provide both for registering on the Platform and for entering into and completing the Contracts is asymmetrical and different depending on whether they are an Investor or a Promoter.

Users must keep their personal data up to date at all times and change their personal data with Daskapital. The User will be solely and exclusively responsible for any information that is incorrect, false or in any way does not correspond to reality.

## **7. REGISTRATION, ACCOUNT CREATION AND CRITERIA FOR PARTICIPATION IN THE DASKAPITAL PLATFORM FOR INVESTORS**

In order to register as an Investor on the Daskapital Platform, the Users must meet the following participation criteria:

- a) Accept the General Terms and Conditions and Privacy Policy of the Daskapital Platform;
- b) Be of legal age to invest in accordance with the legislation applicable to their country of residence;



- c) Be the legal representative authorized to create an account in the name and on behalf of a legal person;
- d) Hold an account with a bank in the European Union;
- e) Register at [www.daskapital.eu](http://www.daskapital.eu) and provide all the information needed;
- f) Create an electronic currency payments and receipts account with Mangopay.

Daskapital may establish other customer acceptance criteria based on technological, operational, regulatory and fiscal limitations/restrictions.

The Investor registers on the Daskapital Platform and transmits their personal information, authorizing Daskapital, the payment institution, Daskapital's partner companies and entities with which Daskapital is in a control or group relationship to process their personal data, namely: i) tax number, citizen's card and/or other elements and proof of personal and corporate identification; ii) contact details and address; iii) bank details and iv) other elements necessary for the correct processing and opening of the User account.

When registering, the User must provide Daskapital and the payment institution with a valid email address and the required information relating to their personal/collective identity, residence/headquarters and any other information necessary to ensure correct identification. At the time of registration, the User will also have to define a personal, non-transferable password, which will be required to access the User's personal area upon successful completion of the registration process.

Additional information and security elements may be required according to the operational, legal and regulatory requirements imposed on Daskapital and the payment institution.

Copies of the documents in question must be uploaded to the platform, sent electronically, or sent by post to the attention of Daskapital, via the places designated on the platform, the email address or the address that Daskapital indicates respectively.

## **8. REGISTRATION, ACCOUNT CREATION AND PARTICIPATION CRITERIA ON THE DASKAPITAL PLATFORM FOR PROMOTERS**

To register as a Promoter and participate in the Daskapital Platform, the User must meet the following participation criteria:

- a) Be a duly incorporated legal person;
- b) Accept the General Terms and Conditions and Privacy Policy of the Daskapital Platform;
- c) Have been in business for at least 1 year, with accounts certified by a chartered accountant or similar accounting professional (or less than 1 year in the case of a company that is part of a group that has been in business for more than 1 year or in projects using a project finance model);
- d) Not being listed in the Central Credit Register (CRC) as being in default;
- e) Not being a Defendant in legal proceedings whose financial impact could be materially relevant;



- f) Provide evidence that the project promoter has no criminal record with regard to breaches of national law on companies, insolvency, financial services, the fight against money laundering, fraud or professional liability, in particular by presenting a criminal record;
- g) Have their tax situation in order (namely with Social Security and the Tax Authorities);
- h) Provide Daskapital with the following information and documents when registering:
  - g1) Company name/legal person;
  - g2) Active permanent certificate code (or equivalent document in other countries) ;
  - g3) Most recent map of the central credit responsibility of the Bank of Portugal for the company and/or legal person in question (or equivalent document in other countries);
  - g4) Personal data and respective proof of the legal representative(s) and/or other partner(s);
  - g5) Relevant bank details;
  - g6) Identification of the beneficial owner;
  - g7) Criminal record;
  - g8) Other additional financial and non-financial information of the Promoter as requested by Daskapital;
- i) Present activity and financial indicators that make it possible to positively assess the financial sustainability of the company and/or legal person in question;
- j) Have a payment account/wallet with Mangopay, an e-money payment institution authorized by the CSSF (Luxembourg Financial Sector Supervisory Commission).

Copies of the documents in question must be uploaded to the platform, sent electronically, or sent by post to the attention of Daskapital, via the places designated on the platform, the email address or the address that Daskapital indicates respectively;

Daskapital may also request additional financial and non-financial information from the Promoter, as well as request information from financial information agency(ies) on the Promoter's financial situation.

Daskapital will not disclose to the Promoters any personal data about Investors and/or their legal representatives until the conclusion of any Contract with the said Promoters, this information being treated as personal information and for the sole and exclusive knowledge of Daskapital without disclosing its content to third parties.

The Promoter hereby consents to the public disclosure, on the Platform or outside it by any means of communication, of the following information, necessary for the disclosure and promotion of its funding request, disclosing the following information: i) company name; ii) identification of the manager(s)/legal representative(s); iii) legal person number; iv) date of incorporation; v) area of activity; vi) elements contained in the simplified business information (IES); vii) additional financial information; viii) issues relating to the activity and purpose of the financing; ix) history of use of the platform; x) the information



necessary to describe the projects to be financed, requested from the Promoters and provided by them to Daskapital.

For Users wishing to act as Promoters, and after validating compliance with all the participation criteria, Daskapital will decide of its own volition on their classification into risk categories based on the information provided directly by the Promoter, as well as any information provided by the financial information agency(ies) and information extracted from other publicly and privately accessible information sources.

Daskapital may, from time to time, although it is under no obligation to do so, update the Promoter's information and request information from the Promoter, including during the period in which a contract is in force.

## **9. PERSONAL AREA**

The personal area can be accessed via [www.daskapital.eu](http://www.daskapital.eu).

To access their personal area, the User will have to confirm and authenticate their identity by entering their registered email address and password, and also through the strong authentication identification mechanism defined on the Platform.

The User must ensure that they keep their password in a safe place to ensure that third parties do not operate on their behalf. Access to the Daskapital Platform must be personal and individual, and the User must not share their password or any other information that could enable third parties to access the Daskapital Platform with anyone. The User must inform Daskapital immediately if they believe that someone knows their password (or any other codes that protect access to the User's personal area). Daskapital will do everything reasonably possible to prevent any unauthorized access but cannot be held responsible for any improper access to the Daskapital Platform.

The correct access to the personal area determines for Daskapital that the access was carried out by the User, and the User is responsible for the orders carried out, unless a communication has been sent to Daskapital in good time reporting the illegitimate use of the User's personal area.

Daskapital may justifiably refuse to act on the User's orders if it considers: (i) that they are not clear; (ii) that they are not provided by the person themselves; (iii) that they could lead Daskapital to violate any law or regulation; (iv) that the Daskapital Platform is being used for illicit purposes.

## **10. INVESTMENT**

### **10.1. General Provisions**

Investors can invest in 3 ways:

- a) Making offers to grant loans, collaboratively financing the projects promoted by the Promoters and receiving the return in the form of interest;



- b) Making offers for the purchase, at a discount, of credits (in whole or in part), mostly in the form of invoices, put up for sale on the Platform by the Promoters;
- c) Acquiring positions in contracts on the assignment market.

The offers consist of specifying an amount to invest and a minimum return.

For each investment opportunity, Daskapital provides Investors with a Key Investment Information Sheet (KIIS) with all the legally required information.

Before investing in a crowdfunding opportunity publicised on the Daskapital Platform, the Investor should carefully read the Key Investment Information Sheet (KIIS) provided, which contains all the essential information about the project to be financed and the entity to which the funds will be allocated (Promoter).

Some of the contractual conditions of the investment, including the conditions for entering into the contract, deadlines, payments, guarantees required, commissions, and other terms of the operation are those that have been agreed between Daskapital and the Promoter prior to being made available to the Investors. The amounts invested and the rate of return will be those resulting from the competition between the various Investors and their interaction with the Promoter.

Investors may only bid on open opportunities, i.e. those in the process of attracting investors.

All Developers wishing to obtain financing for the acquisition of assets using Daskapital's crowdfunding services are subject to an analysis by Daskapital and assigned a risk category. Each risk category has a probability of default value associated with it for a period of one year (in %) which is defined and adjusted by Daskapital. The assignment of risk categories to Promoters is made on the basis of the information provided and information extracted from publicly and privately accessible sources. The same procedure is applied to assign a risk category to Debtor Entities over whom a Promoter/Lender holds a credit (usually in the form of an invoice) for sale on the Platform.

The provision of a rating through the use of risk categories serves a purely indicative purpose, and the Investor must form their opinion regarding the creditworthiness of the Promoter/Lender or the Debtor Entity and their ability to pay the loan or invoices within the defined timeframes, by analyzing all the documents and information made available, carrying out their own research and, if they deem it appropriate, taking private financial advice.

Daskapital may, from time to time, although it is under no obligation to do so, update the Promoter's information, including during the period in which the Promoter has an outstanding loan.

The process of selection and analysis of Promoters by Daskapital cannot be considered by Investors or Promoters as a recommendation or guarantee on any investment that may be made through the Daskapital Platform.



In this regard, Investors and Promoters categorically declare that they expressly accept the merely indicative nature of the analysis contained in Daskapital as well as all the limitations for the platform related to access, reliability and uncertainty of the information and analysis.

Financing SMEs, Companies, Other Organizations or Legal Persons is a risky investment that can result in the total loss of the Investor's capital. Investors should clarify all their doubts before using the Daskapital Platform.

Daskapital is not responsible for any losses that Investors may suffer as a result of Investments made through the Daskapital Platform.

The placing of bids by the Investor assumes that the Investor is fully aware of the risks involved, namely the possibility of total loss of the capital invested, and that the Investor has analyzed and understood all the information provided by the Promoter and the Platform, and is aware of the market conditions. The placing of offers by the Investor also implies acceptance of the terms of the contract to be entered into with the Promoter, the drafts of which are made available by the Daskapital Platform.

The Investor may only use funds that are available in balance at the time the offers are made. The funds in the account are loaded in accordance with the means of payment made available on the Platform and under the terms defined, and the Investor may load or reload their account whenever they wish.

All payment transactions, transfer and receipt of funds and collections are carried out by Mangopay, an e-money payment institution authorized and supervised by the CSSF (Commission Surveillance du Secteur Financier).

The amount offered by the Investor within the framework of an investment is unavailable for other offers or for other movements and remains captive in the Investor's Account. The Investor cannot cancel or change an offer that has already been made.

As soon as an individual offer from an Investor is made, the Parties agree to enter into the contract in force, and its effective conclusion, in the case of financing for the acquisition of assets, is conditional on obtaining at least 80% of the amount sought by the Promoter, and Daskapital may require that a higher percentage or even the entire amount sought by the Promoter be obtained. It is not possible to change the conditions of an investment opportunity once it has been made available to the Investors, but a Promoter may cancel an investment proposal until the end of the same, at which point all the amounts that have been held captive will be made available again to the Investors.

When an offer is accepted by the promoter and becomes effective in a contract, the Investor will receive, via email, proof of the operation, namely the contract. The total amount contracted with the Promoter, which includes the amount belonging to the individual Investor, will at this point be made available to the Promoter under the terms of the Contract.

It is expressly accepted by Investors and Promoters that, under the terms of the Civil Code, written form is not required for loan agreements of less than €2,500.00. In this sense, the electronic confirmation of the subscription of loan agreements by the Investor and the Promoter will allow the expression of will



to be recorded and will not affect the validity of the agreement in question.

## 10.2. Categorisation as a Sophisticated Investor or a Non-Sophisticated Investor

Under the terms of the applicable legislation, investors in crowdfunding services are necessarily categorised as Sophisticated Investors and Non-Sophisticated Investors, according to the information provided to the platform when creating their account.

Non-Sophisticated Investors are recommended to take additional precautions when investing.

Non-sophisticated investors are required to complete a questionnaire with proof of knowledge for admission and a simulation of the ability to bear losses, at which point they will be asked a number of questions about their income.

Non-Sophisticated Investors will be warned of the risk of the loss of capital if they intend to invest more than 5% of their net worth per campaign (or 1000€, whichever is higher).

The maximum recommended capacity for Non-Sophisticated Investors to bear capital losses is 10% of their net worth.

## 10.3. Investment amounts and limits

The legal investment limits apply on the Daskapital Platform, except in specific situations where Daskapital may impose more restrictive investment limits.

Investors can invest up to a maximum of €24,999.99 per opportunity, subject to the availability of balances and opportunities. Investments of €25,000.00 or more require prior and direct contact with Daskapital and cannot be made directly on the Platform.

The minimum investment amount per opportunity will be the one set at the time, and Daskapital may set different limits for each investment opportunity.

The Investor will receive an alert if he specifies a minimum rate of return lower than the Minimum Indicative Interest Rate (Tmin).

The Minimum Indicative Interest Rate is intended to represent a minimum acceptable value for an investment taking into account the time value of money, free of risk, and fair compensation for the estimated risk of the investment. The Minimum Indicative Interest Rate is defined by the following formula:  $T_{min} = T_{sr} + T_r$  where "Tsr" represents the interest rate of a risk-free investment, using for this purpose the return on German treasury bonds with a maturity of 2 years verified on the last working day of the previous quarter and "Tr" represents the expected loss of the collaborative financing project, assuming for this purpose the probability of default by score (information made available to the Investor) assuming 100% losses in the event of default.

## 10.4. Automatic Investment



The Automatic Investment feature (when available) is a tool that allows the Investor to make automatic offers on investment opportunities that fulfil a set of criteria defined by the Investor, such as maturity and risk, according to minimum and maximum investment amounts, % of portfolio balance and interest rates defined by the Investor.

By activating the Automatic Investment, the Investor grants Daskapital the necessary powers to subscribe to investments in the name of the investor and on their behalf on the basis of the loan and assignment agreements in force.

The investor may change the conditions or cancel the Automatic Investment feature at any time. The change will have immediate effect on future investments.

Automatic Investment does not guarantee a level of investment, return or interest rate, nor can it be considered by Investors or Beneficiaries as a recommendation or guarantee on any investment that may be made using Daskapital's services.

Automatic Investment (when available) can be activated in the Investor's personal area. Automatic Investment can be deactivated, and the mandate revoked at any time.

#### 10.5. Period of reflection

The Non-Sophisticated Investors may withdraw any order to invest in a loan offer as long as it is within the cooling-off period.

The cooling-off period lasts 96 hours (or 4 calendar days) from the moment the investor submits the financing bid.

In situations where investors' bids are identified as "Outbid", i.e. they are not in a position to benefit from the allocation of funds, they can withdraw their funding bids at any time, regardless of whether they are within the cooling-off period, and immediately obtain the liquidity of the blocked funds.

Regardless of whether you are in the cooling-off period or not, you can update your bid at any time in order to increase the bid amount or improve the interest rate offered.

#### 10.6. Assignment market

Daskapital provides Investors with an assignment market, where Investors can acquire and/or assign contractual positions in ongoing contracts that have been concluded using the services of the Daskapital Platform. This functionality is only available for loan financing contracts. The operation of the assignment market is ensured by Daskapital, in order to enable the ongoing operational management and maintenance and the necessary technological developments to the assignment market, as well as to allow for proper compliance with the legal regulations relating to the protection of personal data and the tax obligations arising on the part of those involved.

The assignment market is open for transactions every day of the year, except for periods of closure





promoted by Daskapital for technical, operational and/or technological reasons.

All acquisitions and/or assignments of contractual positions are governed by the assignment contract typified and made available when the transaction is confirmed. The assignment contract is concluded electronically, through Daskapital and with its approval, and the computerized acceptance of its content is equivalent to the Parties' declarations of willingness to contract, for all applicable legal purposes.

The transfer value of a contractual position is the nominal value of the loan ("at par").

A loan may only be assigned to other Investors at par value if it cumulatively meets the following criteria:

Operational criteria:

- a) After the first day of the loan;
- b) You are more than 3 months away from maturity;
- c) The assignment of the respective Beneficiary's loans has not been blocked by Daskapital.

Risk criteria:

- d) No arrears or recoveries;
- e) The Beneficiary has not been in arrears in the last 6 months;
- f) If you have been the subject of a restructuring, comply with the cure period (6 months) and Daskapital considers the situation to be normalized.

## 10.7. Representation

The Investor expressly declares that he/she consents to Daskapital and entities with which he/she is in a control or group relationship acting on his/her behalf within the scope of the fulfillment of the contracts that he/she may enter into through the Daskapital Platform, including in any judicial and/or extrajudicial credit recovery procedures, such as joint restructuring agreements with other creditors or in Meetings of Creditors of Companies in Insolvency or Insolvency Situation. This may imply, and only if it is in the best interest of the Investor, that Daskapital modifies and/or restructures the contract entered into with the Promoter with the aim of recovering the maximum amount of capital belonging to the Investor in the shortest possible time. However, Daskapital accepts no responsibility for the process of recovering an investment, even after modifications and/or restructurings to the Contract have been carried out with the Investor's best interests in mind. The Investor expressly accepts that any loss resulting from an investment, even after a recovery process, will be his/her sole responsibility. Any modification and/or restructuring requested by Daskapital will be duly communicated to the Investor.

## 11. **OBTAINING FINANCING AND LIQUIDITY**

### 11.1. General Provisions

The User/Promoter explicitly understands and accepts that, in order to publish an investment



opportunity, initiating a process of attracting investors to obtain financing or liquidity using Daskapital's crowdfunding services, the conditions and criteria required at the time of registration and account opening must be met and must comply with all the formalization and verification procedures defined by Daskapital, as well as all regulatory standards.

When an offer is accepted by the promoter and becomes effective in a contract, the Investor will receive, via email, proof of the operation, namely the contract. The total amount contracted with the Promoter, which includes the amount belonging to the individual Investor, will at this point be made available to the Promoter under the terms of the Contract.

As part of the financing process, the Promoter will receive, via email, all the legal and accounting documentation (if applicable) necessary for processing, registering and monitoring the operation.

It is expressly accepted by Investors and Promoters that, under the terms of the Civil Code, written form is not required for loan agreements of less than €2,500.00. In this sense, the electronic confirmation of the subscription of loan agreements by the Investor and the Promoter will allow the expression of will to be recorded and will not affect the validity of the agreement in question.

#### 11.2. Obtaining a loan to finance the acquisition of assets:

All the loans made through Daskapital are loan contracts that use a fixed interest rate and usually have fixed monthly installments, but may have other payment periods.

The fixed installment is determined as the monthly payment which, for a fixed interest rate, makes future monthly payments equivalent to receiving the loan amount today. The Daskapital platform uses the 30/360 day counting method.

The formula used is as follows:

$$\text{Installment} = \text{Investment} \cdot [\text{rate} \cdot (1 + \text{rate})^n] / [(1 + \text{rate})^n - 1]$$

In order to publish an investment opportunity, starting a process to attract investors to obtain financing for asset acquisition projects using Daskapital's collaborative financing services, the Promoter must submit a request in the appropriate area on the Daskapital Platform, providing all the information deemed necessary for the purposes of studying and analyzing the process, using the means of communication indicated for this purpose, namely a description of the Promoter, a description of the project and the asset to be acquired, the amount to be raised/financed, the term, the maximum acceptable interest rate, the frequency of payments and why investors should trust the Promoter (Company, Legal Person, Institution or Organization).

During the funding application process, the Promoter has access to a simulator that will help them define the financial parameters of the funding application, entering the amount to be funded, the term, the maximum acceptable interest rate and the frequency of payments.

The simulator will provide Users/Promoters with information on the total charges and other associated



values. After analysis by Daskapital, and in the event of eligibility, before launching a financing request on the market, the Promoter will be suggested an Indicative Interest Rate which will be used to inform them and help them define the maximum interest rate they are willing to pay to Investors, which can never be lower than the Minimum Indicative Interest Rate (Tmin) as defined in 9.2. This rate does not represent the final rate at which the Investor must lend to a Promoter. The actual financing rate will depend exclusively on the competition between the various Investors and their interaction with the Promoter during the financing request period.

All Promoters wishing to obtain financing for the acquisition of assets using Daskapital's collaborative financing services are subject to an analysis by Daskapital, assigned a risk category and, if eligible to obtain financing, will receive an indicative financing proposal that will include the contractual conditions of the financing, including conditions for entering into the financing contract, amount, term, monthly installment, Minimum Indicative Interest Rate, required guarantees, commissions and total costs and other terms of the operation.

Each risk category has an annual expected loss value associated with it (in %) which is defined and adjusted by Daskapital. The assignment of risk categories to the Promoters is made on the basis of the information made available and information extracted from publicly and privately accessible sources. Promoters may request a review of their risk category at any time.

Providing a classification through the use of risk categories serves a purely indicative purpose.

Daskapital may, from time to time, although it is under no obligation to do so, update the Promoter's information, including during the period in which the Promoter has an outstanding loan.

The process of selection and analysis of Promoters by Daskapital cannot be considered by Investors or Promoters as a recommendation or guarantee of any loan that may be made through the Daskapital Platform. Daskapital is not responsible for any losses that Investors may suffer as a result of the loans made.

In this regard, Investors and Promoters categorically declare that they expressly accept the merely indicative nature of the analysis contained in Daskapital as well as all the limitations for the platform related to access, reliability and uncertainty of the information and analysis.

Within the scope of the financing contracts entered into, additional guarantees may be required of the Promoters, namely insurance, personal guarantees/avals, real guarantees or guarantees of another nature.

Before requesting a loan, the Promoter's legal representative decides whether to provide a guarantee (personal guarantee) in favor of the Investors. Daskapital does not accept any additional liability for a guarantee given on a loan.

Once a request for financing has been placed on the market, all offers from Investors made at the maximum interest rate or lower will be accepted by the Promoter. The Promoter may, if it so wishes, individually accept all financing offers made by Investors above the indicative rate.



It is the Promoter's responsibility to regularly access their personal area in order to manage their funding request.

As soon as an individual offer from an Investor is accepted, the Parties agree to enter into the defined loan agreement, and its effective execution is conditional only on obtaining at least 80% of the amount sought by the Promoter, and Daskapital may require that a higher percentage or even the entire amount sought by the Promoter be obtained. It is not possible to change the conditions of the financing request after it has been made available on the market, but a Promoter may cancel a financing request on the market until the end of the market, at which point all the amounts held in escrow for that financing will be made available again to the Investors. Amounts offered by the Investor within the scope of a financing request that have been accepted by the Promoter may not be used by the Investor and remain captive in the Investor's Account/Payment Portfolio.

Daskapital reserves the right to hold the funds and conclude the loan until proof of the acquisition of the asset in question is provided and/or the related guarantees are confirmed.

The funding requests submitted by the Promoter are available on the Daskapital marketplace for a maximum of 60 days or until the minimum percentage of the amount defined is reached.

The Promoter can only receive funding from the Investors after successfully completing the respective funding request and having complied with all the contractual and legal provisions in force. Once the process of attracting investors has been successfully completed, Daskapital sends all the necessary documentation to the Promoter and the Investors for their registration.

Daskapital is not responsible for any damage or loss that may occur to the Promoter who makes a successful or unsuccessful request for financing through the Daskapital Platform, including loss of project, client or any other related situation. Daskapital does not guarantee that all loan applications will be funded.

### 11.3. Obtaining liquidity by selling/discounting credits to third parties

The Daskapital Platform allows the discount sale/transfer of credits to third parties, mostly in the form of invoices.

The Daskapital Platform only allows the sale/assignment of credits to third parties with the possibility of recourse, which means that the risk of non-payment of the credit remains with the company that issues and sells it, which, in the event of non-payment by the Debtor Entity, its client, is obliged to assume the debt by repurchasing the credit previously sold, remaining ultimately responsible for its collection.

The credits that the assigning User may propose for assignment through the Daskapital Platform must meet the following requirements:

- a) The service to be provided, the product to be delivered or any other act that gives rise to or reinforces the claim and grants the right to receive must be duly completed and confirmed. In



this way, only credits whose only requirement for collection is the passage of time will be publishable.

- b) That it can be demonstrated, by its own methods or those delegated to Daskapital, the conformity of the service provided, product delivered or any other act that gives rise to or reinforces the credits to be transferred.
- c) That the entity in charge of guaranteeing credits, if any, decides to accept the credit to be transferred.

The Transferring User declares and guarantees that:

- a) Has sufficient powers and has obtained the necessary consents and authorizations for the publication of the sale/assignment of credit and the assumption of the obligations and commitments of these General Terms and Conditions;
- b) It holds all property rights in the broadest sense of the word over the credit to be assigned.

In order to publish an investment opportunity, initiating a process of attracting investors to obtain liquidity through the discount sale of loans to third parties using Daskapital's crowdfunding services, the Transferor must submit a request in the area dedicated to this purpose on the Daskapital Platform, providing all the information deemed necessary, namely a copy of the credit document, the credit document number, the amount of the credit, date of issue of the credit, due date, identification details of the Debtor Entity, contact details of the persons responsible for the Debtor Entity, description of the circumstances that gave rise to the credit, documents proving the completion and confirmation of the provision of the service, delivery of the product or any other act that gives rise to or reinforces the credit to be assigned, the existence of credit insurance cover, among others that Daskapital may deem necessary.

Daskapital may require confirmation from the Debtor Entity, by whatever means it sees fit, of the existence and conformity of the credit to be assigned.

During the process, the lender has access to a simulator that will help you define the maximum discount you can apply to the sale of the loan.

The simulator will provide Users/Lenders with information on the total charges and other associated values. After analysis by Daskapital, and in the event of eligibility, prior to launching the sale of a credit on the market, the Merchant will be suggested an Indicative Discount Rate which will be used to inform them and help them define the maximum discount rate they agree to apply to the sale of the credit, the corresponding interest rate of which may not be lower than the Minimum Indicative Interest Rate as defined in 9.2. This discount rate does not represent the final discount rate at which the Investor must buy the credit from a Merchant. The effective discount rate will depend exclusively on the competition between the various Investors and their interaction with the Merchant.

All Merchants and Debtor Entities are subject to an analysis by Daskapital, assigned a risk category and, in the event of eligibility, receive an indicative proposal which will include the contractual conditions, including conditions for concluding the contract, the indicative discount to be applied, required



guarantees, commissions and total costs and other terms of the operation.

Each risk category has an annual expected loss value associated with it (in %) which is defined and adjusted by Daskapital. The assignment of risk categories to Merchants and Debtor Entities is made on the basis of the information made available and information extracted from publicly and privately accessible sources. Merchants and Debtor Entities may at any time request a review of their risk category.

Providing a classification through the use of risk categories serves a purely indicative purpose.

Daskapital may, from time to time, although it is under no obligation to do so, update the Assignor's information, including during the period in which the Assignor has an ongoing assignment.

The process of selection and analysis of Merchants and Debtor Entities by Daskapital cannot be considered by Investors or Merchants as a recommendation or guarantee on any investment that may be made through the Daskapital Platform. Daskapital is not responsible for any losses that Investors may suffer as a result of the investments made.

In this regard, Investors and Assignors categorically declare that they expressly accept the merely indicative nature of the analysis contained in Daskapital as well as all the limitations for the platform related to access, reliability and uncertainty of the information and analysis.

Within the scope of the contracts entered into, additional guarantees may be required of the Transferors, namely insurance, personal guarantees/warrants, real guarantees or guarantees of another nature.

After launching the sale of a credit on the market, all Investor offers made at the maximum discount rate or lower will be accepted by the Merchant. The Merchant may accept, if it so wishes, individually, all bids made by Investors above the indicative rate.

It is the Merchant's responsibility to regularly access their personal area in order to manage their request.

As soon as an individual offer from an Investor is accepted, the Parties agree to enter into the defined contract, with its effective conclusion being conditional only on the Assignor raising the full amount of the credit to be assigned. It is not possible to change the conditions of the assignment proposal after it has been made available on the market, although an Assignor may cancel an assignment proposal on the market until the end of the same, at which point all the amounts that are captive to that financing will be made available again to the Investors. Amounts offered by the Investor within the scope of the assignment of credits that have been accepted by the Assignor cannot be used by the Investor and remain captive in the Investor's Account/Payment Portfolio.

The assignment proposals submitted by the Assignor are available on the Daskapital market for a maximum period of two thirds of the maturity of the credits to be assigned or until the total value of the credit to be assigned is reached.



The Assignor will only be able to receive the financing from the Investors after completing the process of raising the full amount of the credit to be assigned and having complied with all the contractual and legal provisions in force. Once the process of attracting investors has been successfully completed, Daskapital will send all the necessary documentation to the Assignor and the Investors for their registration and will proceed to transfer the funds to the Assignor's Account, keeping a percentage of the value of the credit to be assigned captive in the Investors' Accounts, which will be 10% in most cases, but may be up to a maximum of 30%, depending on the level of risk. On the due date, once the assigned credit has been duly collected, the balance held will be transferred to the Assignor's Account less the agreed discount and the commissions and costs agreed for the service provided.

Daskapital is not responsible for any damage or loss that may occur to the Assignor who makes a successful or unsuccessful assignment proposal via the Daskapital Platform. Daskapital does not guarantee that all assignment proposals will be successful.

#### 11.4. Authorizations to process information

The User authorizes Daskapital and the entities with which it is in a control or group relationship and the payment institution to store, process, communicate, intercommunicate and transmit his/her personal data, for the purposes of verifying the eligibility criteria, as well as for compliance with all applicable legal and regulatory provisions, and may assign and transmit these elements to partner entities and subcontractors of Daskapital and the payment institution within the scope of verifying the eligibility criteria and providing the necessary collaborative financing and payment services.

The User hereby understands, accepts and explicitly consents to the public disclosure by Daskapital, on the Platform or outside it by any means of communication, of information deemed necessary by Daskapital for the purposes of informing Investors and complying with the legal and regulatory standards in force.

The User hereby understands and accepts that Daskapital cannot be held responsible for the disclosure, by whatever means, of User information by Investors.

The User also authorizes Daskapital and the entities with which it is in a control or group relationship and the payment institution, in the event of default or non-compliance, to communicate such facts to persons and/or entities that are authorized to process personal data and exchange information on credit risks, if necessary.

Daskapital will not disclose to Users any personal data about Investors and/or their legal representatives until the conclusion of any contract, this information being treated as personal information and for the sole and exclusive knowledge of Daskapital without disclosing its content to third parties.

The User authorizes and consents to Daskapital and entities with which it is in a control or group relationship to use the personal data provided in order to carry out their activities, as well as in the following areas i) management of financing contracts; ii) management of individual accounts; iii) management and recovery of loans; iv) identity validation; v) prevention and detection of fraud; vi) mandatory communications with legal entities; vii) legally binding communications; viii) communication



to Daskapital partner entities in the management and operation of the Platform and provision of collaborative financing and payment services necessary for its operation; ix) communication to entities with which it is in a control or group relationship.

Users must keep their personal data up to date at all times and change their personal data with Daskapital. The User will be solely and exclusively responsible for any information that is incorrect, false or in any way does not correspond to reality.

Credit liabilities assumed by Users, guarantor(s) and/or guarantor(s) may be reported by Daskapital or entities related to or designated by it, as well as by Investors who are participating entities, to the Central Credit Register (CRC) of the Bank of Portugal, or similar entities in other countries.

The CRC is a database managed by Banco de Portugal, with information provided by the participating entities, which aggregates information on the credit exposure of economic agents in Portugal. The centralization of credit responsibilities consists of the monthly aggregation, by User, of information regarding credit exposure with participating entities.

The database managed by the Bank of Portugal contains both positive and negative information, because all credit liabilities over 50 (fifty) euros contracted with participating entities are reported, regardless of whether they are in good standing or in default.

## 12. EXECUTION OF CONTRACTS

The Daskapital Platform acts as an aggregator of orders from Investors and Promoters regarding the conclusion of contracts between them. Daskapital will keep a record of Users' order movements, and updated information on current contracts will be available in the Users' personal area. In addition, Daskapital will keep all documentation and information provided in connection with the conclusion of contracts.

Loan payments are made in installments, according to the respective repayment schedule in each contract. Payments include a principal and interest component. In the case of promoters who are tax residents in Portugal, the interest paid is net of taxes, withheld at source by the Daskapital platform at the rate in force. In the case of promoters who are not tax residents in Portugal, the interest paid may or may not be net of withholding taxes, according to the rule that applies in the promoter's country of tax residence.

During the execution of the contract, the Promoter must contact Daskapital directly if he fails to pay a loan installment, or if he is in financial difficulties and considers that he may have to stop paying the amounts due.

Late or non-payment by a Promoter will have a pro-rata effect (taking into account the respective rates for each loan tranche) on the settlement of the loans granted by the Investors.

Users accept that Daskapital establishes all necessary relationships with entities in a group relationship or partner/third party entities in order to ensure the proper execution, management and operation of





contracts, the Daskapital Platform and associated operations.

### **13. PROCESSING PAYMENTS, TRANSFERS AND COLLECTION OF FUNDS**

All payment transactions, the transfer and receipt of funds and collections are carried out by Mangopay, an e-money payment institution authorized and supervised by the CSSF (Luxembourg Financial Sector Supervisory Commission).

Use of the Daskapital Platform requires the User to open a Payment Account/Wallet with Mangopay. Failure to open a Payment Account/Wallet makes it impossible for the User to use the Daskapital Platform.

### **14. RECOVERY**

In the event of non-payment by a Promoter/Lender or Debtor Entity of the respective obligation relating to a contract entered into through the Daskapital Platform, Daskapital will manage the entire recovery process on behalf of the Investors, seeking to recover the maximum amount of the amounts owed.

Promoters/Lenders in default or at risk of default will be closely monitored by Daskapital and, if necessary/justifiable, by specialized recovery companies who, together with Daskapital, will seek to recover the maximum value of the amounts owed through restructuring or judicial and/or extrajudicial procedures. Promoters/Brokers with late payments (in arrears) or in default, under the terms of the contract signed with Investors, will also be subject to interest on arrears and may lose access to the Daskapital Platform for future financing. All costs and expenses relating to the recovery process will be borne directly by the Promoter/Lender.

The Investor expressly declares that he/she consents to Daskapital and the entities with which he/she is in a control or group relationship acting on his/her behalf within the scope of the fulfillment of the contracts that he/she may enter into through the Daskapital Platform, including in any restructuring procedures or judicial and/or extrajudicial debt recovery procedures, such as restructuring agreements or in Meetings of Creditors of Companies in Insolvency or Insolvency Situation or similar proceedings, both in Portuguese and foreign courts. Therefore, in the event of a breach of contract by a Promoter/Lender, and if it is not possible to recover any outstanding amounts, Daskapital will initiate recovery proceedings against the Promoter/Lender on behalf of the Investors. In this context, Daskapital will analyze the amount of debt that could possibly be recovered through the various options, including restructuring, judicial and/or extrajudicial proceedings or other negotiation measures, with a view to maximizing the amount recovered. If there is evidence of sufficient assets to recover all or part of the amounts owed, Daskapital will instruct the respective lawyers/solicitors to take legal action to recover the total amount owed. All amounts recovered under this action will be distributed proportionally among the Investors, less any legal and administrative costs incurred by Daskapital which have not been covered by the Promoter/Lender. Daskapital will always act fairly and in the best interests of the Investors with the aim of recovering the maximum amount of capital in the shortest possible time. This may mean that Daskapital modifies and/or restructures the contract entered into with the Promoter/Lender.



Daskapital does not accept any responsibility for the debt recovery process, even after a judicial and/or extrajudicial action and/or modifications and/or restructurings to the Agreement, carried out with the Investor's best interest in mind. The Investor expressly accepts that any loss resulting from an investment, even after a recovery process, a judicial and/or extrajudicial action and/or a modification and/or restructuring, will be his/her sole responsibility. Any modification and/or restructuring carried out by Daskapital will be duly communicated to the Investor within 30 days.

Lending to SMEs, Companies, Other Organizations or Legal Persons is a risky investment that could result in the total loss of the Investor's capital. Investors should clarify all their doubts before using the Daskapital Platform. Daskapital accepts no liability for any losses that Investors may suffer as a result of loans made through the Daskapital Platform.

The recovery process is uncertain and may not result in full recovery of the amounts owed. Daskapital assumes no responsibility for the repayment of the loan, payment of interest, payment of acquired credits or the recovery process in the event of default. The Investor's capital is not guaranteed by Daskapital.

## **15. COMMISSIONS AND COSTS**

Commissions and costs are set out in Daskapital's price list, which is publicly available under the terms of the law at <https://www.daskapital.eu/>.

Daskapital, directly or through one of the entities with which it is in a control or group relationship or its partner companies used in the management and execution of the contracts, reserves the right to waive or reduce fees from time to time for promotional purposes or at its option. Daskapital, directly or through one of the entities with which it is in a control or group relationship or its partner companies used in the management and execution of the contracts, also reserves the right to change the fees and costs at any time, and must inform its Users in accordance with the law, without ever imposing costs with retroactive effect.

## **16. TAXATION**

Interest received through the platform may be subject to withholding tax at the legal rate in force at the time it is earned, to be carried out by the Daskapital platform in the case of Promoters who are tax residents in Portugal, or by the Promoters in the case where they are not tax residents in Portugal and in accordance with the rules of their country of tax residence. In other words, every month the Daskapital platform is obliged to withhold the taxes owed by the Investor in relation to interest received from promoters who are tax residents in Portugal, just as the Promoters who are not tax residents in Portugal are obliged to withhold the taxes owed by the investor where applicable and in accordance with the rules of their country of tax residence, which means that the Investor receives monthly interest net of taxes in the case of Promoters who are tax residents in Portugal and may or may not receive interest net of taxes in the case of Promoters who are not tax residents in Portugal.

If the investor, who is a tax resident in Portugal, wishes to include income subject to withholding tax, he or she must notify Daskapital of this request within the legally established deadlines so that Daskapital

can manage the process and provide all the necessary documentation.

In the case of investors who are not tax residents in Portugal and in relation to loans to Promoters who are tax residents in Portugal, if any, they can activate the Double Taxation Agreement, allowing them to reduce or exempt themselves from withholding tax, depending on the specific conditions of the agreement. For the purposes of complying with the processing of tax obligations, investors who are not tax residents in Portugal and do not have a tax identification number in Portugal, authorize the Daskapital platform to request a provisional tax identification number from the Tax Authority for this sole purpose.

It is the responsibility of each Investor to declare any capital gains and losses resulting from the acquisition or assignment of contractual positions in the assignment market, as well as any capital gains or losses on the acquisition of credits from third parties.

Daskapital shall not be held liable for any kind of tax failure or non-compliance on the part of the Promoters or Investors which may result in damage, loss or injury to them. If in doubt, Users should seek independent advice.

## **17. PROCESSING OF PERSONAL DATA**

Daskapital's Privacy Policy contains all the information about the processing of personal data by Daskapital, and the privacy protection policy applied. Reading and accepting the General Terms and Conditions does not exempt you from reading and accepting the Privacy Policy, which must also be done before you start using Daskapital's services.

Daskapital may require its Users to provide proof of identity, residence, etc. for the purposes of identity checks, verification of compliance with participation requirements or to fulfill any other legal or regulatory purposes.

Use of Daskapital's services implies acceptance of the General Terms and Conditions and the Privacy Policy. Daskapital reserves the right to change the General Terms and Conditions and the Privacy Policy without notice and to notify its Users accordingly.

## **18. INFORMATION PROVIDED BY THE DASKAPITAL PLATFORM**

The information and documentation made available on the Daskapital Platform ("Daskapital Information") is the property of Daskapital and/or the entities that provide information and collaborate with Daskapital.

The Daskapital Platform User may keep the Daskapital Information in electronic format on his/her computer, provided that it is only used for purposes strictly related to the Daskapital Platform.

The User of the Daskapital Platform may not reproduce, modify or otherwise use the Daskapital Information. In this regard, in particular, but without limitation, the User is not entitled to, without prior written consent from Daskapital: i) Redistribute the Daskapital Information in whole or in part; ii)



Remove or use a copyright, trademark, logo or other notice made available through the Daskapital Platform; iii) Create a database, in electronic or physical format, in which to download and store information made available on the Daskapital Platform.

Any use of Daskapital Information by Users other than that provided for in the General Terms and Conditions and for a purpose other than the activity to be carried out on the Daskapital Platform gives Daskapital the right to unilaterally close their account or suspend/block their access to their personal area.

Daskapital will use the utmost care in providing information to the User. Due to the large number of third-party sources from which Daskapital obtains information, and the nature of data distribution over the internet, Daskapital cannot guarantee, nor declare, that the Daskapital Information is intact, complete, accurate, current or error-free; the Daskapital Platform is virus-free and that its operation is continuous, uninterrupted or error-free.

The information distributed via the Daskapital Platform may include conclusions about credit or results from simulation tools (including loan simulators intended to allow the User to test and evaluate different scenarios). Daskapital Information cannot be considered a guarantee that a particular result will be verified. Such information does not represent a form of advice, recommendation or endorsement on the part of Daskapital, and is not intended to be a form of trust and/or the sole basis for the User to make any contracting decision.

The Daskapital Platform may contain links to other websites, as well as telephone numbers for services provided by third parties. The availability of such sites, services or materials does not constitute any form of recommendation, suggestion, commitment or advertising of the same.

Users are solely responsible for any damage to their computer system or loss of data resulting from the download of Daskapital Information.

## **19. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

Daskapital, as the author of the website [www.daskapital.eu](http://www.daskapital.eu) and its Platform, owns all the industrial and intellectual property rights to them.

Any form of reproduction, distribution, public communication, transformation and, in general, any act of exploitation of all or part of the contents (images, texts, drawings, indexes, forms, etc.) that make up the website, as well as the databases and software necessary for viewing or operating the website, is prohibited without the express prior written authorization of Daskapital.

Under no circumstances may the user exploit or use commercially, directly or indirectly, in whole or in part, any of the contents (images, texts, designs, indexes, forms, etc.) that make up the website without the prior written authorization of Daskapital. All the contents, without exclusion or limitation, that make up the website, i.e. information, articles, data, texts, logos, icons, images, site design and image, video files, audio files, databases, computer applications, are the property of Daskapital or are exploited under license by third parties who hold the intellectual and/or industrial property rights to said contents. This



content is protected by the intellectual and industrial property laws in force.

All Daskapital brands and logos referred to on the website are trademarks or registered trademarks of Daskapital.

If and to the extent that such intellectual or industrial property rights are held by the user by virtue of the law or otherwise, the user agrees to perform all acts and execute all documents reasonably requested of him in order to assign such intellectual property rights to Daskapital.

You agree not to publicly disclose any information you obtain through the website or the Daskapital Platform that is not publicly available.

## **20. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

Daskapital reserves the right to amend the General Terms and Conditions if any of the following events occur, among others:

- a) User feedback;
- b) Changes to the operational and technological model;
- c) Changes required by third-party service providers;
- d) Technical improvements to be made to the Daskapital Platform;
- e) Changes to market practices;
- f) Force majeure or state of necessity;
- g) Legislative and regulatory changes;
- h) Judicial imposition.

Changes to the General Terms and Conditions and Privacy Policy will be communicated to Users.

## **21. DASKAPITAL'S RESPONSIBILITY**

Daskapital's activity, in its relationship with users and in the management of the Daskapital Platform, will be governed by the principles of transparency and good faith, and it will be bound to:

- a) To act fairly, reasonably and responsibly in its dealings with Users;
- b) Do not discriminate on the grounds of race, gender, disability, ethnicity, religion, political beliefs or sexual orientation; and
- c) Correcting errors and resolving problems within a reasonable time.

The limitations on Daskapital's liability are those set out in these General Terms and Conditions and in the Privacy Policy.

## **22. ACCOUNT CLOSURE**



Users can request the closure of their account with Daskapital by emailing [support@daskapital.eu](mailto:support@daskapital.eu). This request can be made at any time. The account will be closed within 10 working days if the User has no associated loans or credit assignments.

## 23. CONTACTS AND COMPLAINTS

Users can contact Daskapital directly to ask questions, clarify procedures or make a complaint, at any time by e-mailing [support@daskapital.eu](mailto:support@daskapital.eu) or [complaints@daskapital.eu](mailto:complaints@daskapital.eu).

We also recommend consulting the FAQ section for clarification of the most frequently asked questions and the Complaints Handling Policy available at [www.daskapital.eu](http://www.daskapital.eu).

Users may also contact Daskapital by post, by sending a registered letter to Daskapital, Rua Alfredo Allen, nr. 455/461, Sala 2.04, 4200-135 Porto, Portugal, with their request for clarification or complaint.

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