

LOANCH REFERRAL PROGRAM TERMS AND CONDITIONS

1. GENERAL TERMS

PRZEMEK SAVJETOVANJE d.o.o. (LOANCH), the company incorporated in Croatia, registration number: 49535909257, legal address: Kačićeva ulica 2, 10000 Zagreb, Croatia (hereinafter referred to as “Loanch”) provides an opportunity to earn rewards by inviting friends to invest on the Platform through Loanch’s referral program (hereinafter referred to as the “Referral Program”).

When Users take part in the Referral Program, they accept these terms and conditions (hereinafter referred to as the “Terms and Conditions”) as described below and also agree to any other terms and conditions that Loanch applies. The meanings of the terms used in these Terms and Conditions are the same as defined in the terms and conditions of the platform user agreement (hereinafter referred to as the “General Terms”), except the terms specified in paragraph 2 below and where the context requires or indicates otherwise. This version of the Referral Program Terms and Conditions, effective as of March 13, 2023, supersedes all previous versions. All participants who joined the referral program by using a referral code during any previous version of these Terms and Conditions shall continue to receive bonuses based on the calculations and conditions outlined in that specific previous version.

2. DEFINITIONS

Date of Registration	means the date when the Referred Party successfully registered their User Account on the Platform
Participant	refers to the registered User eligible to share the Referral Code
Referral Bonus	is an electronic funds reward the Participant and Referred Party receive from Loanch if all conditions in these Terms and Conditions are fulfilled
Referral Code	is a unique code available in the User’s Profile that the Referred Party must use to create a User Profile on the Platform.
Referred Party	means any natural or legal person creating a User Account on the Platform and investing after using the Referral Code
Qualifying Investment	refers to an investment made by a Referred Party on the Platform into a Loan with at least 30 (thirty) calendar days remaining until the maturity date of the corresponding Loan.
Validated User	means a User who has successfully validated their identity

3. ELIGIBILITY CRITERIA

- 3.1. The Referral Program is available indefinitely from September 1, 2023, until revoked by Loanch.
- 3.2. The Referral Program is compatible with other promotions offered by Loanch or the Lenders.
- 3.3. To receive the Referral Bonus, the Participant and Referred Party must meet the following criteria:
 - 3.3.1. Neither the Participant nor the Referred Party has breached Terms and Conditions or General Terms;
 - 3.3.2. Users are disqualified if they refer themselves (in the case of a natural person), and in the case of a legal entity – if Users are associated with the corresponding legal entity or its shareholders/representatives;
- 3.4. The Participant must be registered on the Platform;
- 3.5. The Referred Party uses the Referral Code tracked by Loanch;
- 3.6. The Referred Party must not have a pre-existing account on the Platform.

4. HOW TO PARTICIPATE

- 4.1. Loanch provides each Validated User with a unique Referral Code on the Platform.
- 4.2. Users can share the Referral Code with third parties through various channels, adhering to usage restrictions.
- 4.3. The User is prohibited:
 - 4.3.1. to use the Referral Code in any way that differs from Loanch's values or in any other way that may qualify as an unfair commercial practice, as determined at Loanch's sole discretion;
 - 4.3.2. to use, post, publish or otherwise distribute the Referral Code;
 - 4.3.3. to make any kind of commercial activity or paid promotion including online advertising;
 - 4.3.4. to distribute the Referral Code on websites that provide erotic, indecent or deceptive content;
 - 4.3.5. to distribute or publish the Referral Code on websites that provide gambling or betting services or money-back projects;
 - 4.3.6. to distribute or publish the Referral Code on websites that offer the upload or download of illegal content, such as BitTorrent sites;
 - 4.3.7. to distribute or publish the Referral Code on websites that are including but not limited to coupon sites, review sites;
 - 4.3.8. to integrate in browser extensions or using an automated system, script, program, dialer, or bot through any channel to distribute or, post the Referral Code.
- 4.4. Participants can invite an unlimited number of Referred Parties and receive the Referral Bonus for each of the successful invitation's Qualifying Investment meeting the requirements.

5. REFERRAL BONUS

- 5.1. The Participant and Referred Party receive a Referral Bonus equivalent to 1% (one percent) of the average daily investment portfolio of all Qualifying Investments made by the Referred Party within 90 (ninety) days of the Date of Registration.
- 5.2. The average daily investment portfolio is calculated as the sum of the first 90 daily portfolios consisting of active Qualifying investments since the Referred Party registration date divided by 90.
- 5.3. The combined Referral Bonuses for both the Participant and Referred Party are capped at EUR 500, - (five hundred euros, 00 euro cents) each.
- 5.4. The Referral Bonus is paid in a lump sum after the 90-day period specified above.
- 5.5. The Referral Bonus is added to the User's Profiles of the Participant and Referred Party as electronic funds.

6. TAXATION

- 6.1. The Participant and Referred Party receiving the Referral Bonus are accountable for computing and settling all taxes linked to the Referral Bonus that results from their engagement in the Referral Program. All Cashback Bonuses will be issued without any deduction or withholding for taxes unless it is mandated by law.

7. TERMINATION AND UPDATES TO THE TERMS AND CONDITIONS

- 7.1. The User must cease participation in the Referral Program if requested by Loanch for any reason.
- 7.2. Loanch reserves the right to suspend or terminate User Profiles or deny Referral Bonuses for abusive, fraudulent, or non-compliant activity.
- 7.3. Loanch may suspend or terminate the Referral Program or a User's participation for any reason.
- 7.4. Loanch may unilaterally amend these Terms and Conditions or terminate the Referral Program, with modifications posted on the Loanch website.
- 7.5. Users are disqualified for self-referral, and if accounts are created solely for collecting Referral Bonuses.
- 7.6. Loanch may review payment and withdrawal information for suspected breaches of the Terms and Conditions.

8. MISCELLANEOUS

- 8.1. Disputes or claims arising from these Terms and Conditions are governed by these Terms and Conditions and General Terms effective at the time of Referred Party submission.
- 8.2. Loanch is not responsible for Referral Code misuse due to technical issues, and any disputes are subject to these Terms and Conditions and General Terms.