Terms and Conditions

Effective Date: 30 September 2026

1. Introduction

These Terms and Conditions govern your access to and use of the Loanch platform operated by PRZEMEK SAVJETOVANJE d.o.o., incorporated under Croatian law (registered office: Kačićeva ulica 2, 10000 Zagreb, Croatia; company number 49535909257) ("LOANCH"). By registering for or using the Platform, you agree to these Terms and enter into a legally binding agreement with LOANCH.

These Terms apply to your User Account, the services available through the Platform, and the acquisition and holding of Claims. They apply alongside the Privacy Policy, Cookie Policy, Risk Disclosure Notice, Dispute Settlement Procedure, and — where applicable — the Loyalty Program Terms and any transaction-specific documentation. Where there is a conflict between these Terms and an Assignment Agreement, the Assignment Agreement will govern in relation to that transaction. Mandatory provisions of applicable law take precedence over these Terms.

FAQs, help centre articles, marketing content, and other general website materials are not part of these Terms and do not modify them.

These Terms are available on the Platform in a form that allows you to store and reproduce them; we will provide a copy on request. If you are a consumer, these Terms do not affect any mandatory rights you have under applicable law, including under the laws of your country of habitual residence.

Important notice: using the Platform and acquiring Claims involves financial risk. You may lose part or all of the funds you invest through the Platform. Claims are not bank deposits and are not covered by a deposit guarantee scheme or, unless otherwise stated, an investor compensation scheme.

2. Definitions

For the purposes of these Terms, the following capitalised terms have the meanings set out below:

“Assignment Agreement” means the agreement pursuant to which a Claim or part of a Claim is assigned or transferred by the relevant assignor to you within the transaction structure available on the Platform.

“Auto Invest” means the automated investment functionality available on the Platform, through which you may authorise the automatic acquisition of Claims in accordance with parameters selected by you.

“Business Day” means any day other than a Saturday, Sunday, or public holiday in Croatia on which banks are generally open for business in Croatia.

“Claim” means a claim or part of a claim arising from an underlying loan arrangement and made available, assigned, transferred, acquired, administered, or serviced through the Platform under the relevant Assignment Agreement and transaction structure.

“Consumer” means a natural person acting for purposes outside that person’s trade, business, craft, or profession.

“Cookie Policy” means the policy available on the Platform that describes the use of cookies and similar technologies.

“Effective Date” means the date stated at the beginning of these Terms as the date on which these Terms enter into force.

“LOANCH” means PRZEMEK SAVJETOVANJE d.o.o., a company incorporated under the laws of the Republic of Croatia, with its registered office at Kačićeva ulica 2, 10000 Zagreb, Croatia, company registration number 49535909257.

“Platform” means the Loanch website, user environment, and related digital interfaces through which LOANCH makes available the services governed by these Terms.

“Privacy Policy” means the privacy policy available on the Platform, as amended from time to time under applicable law.

“Risk Disclosure Notice” means the risk disclosure document or statement available on the Platform describing key risks connected with the use of the Platform and acquisition of Claims.

“User” means any natural person who accesses, registers on, or uses the Platform in any capacity.

“User Account” means the account or profile created for you on the Platform through which you may access services, view transactions, hold or monitor balances, and administer activity on the Platform.

References to a lender, assignor, originator, servicer, or other transaction party mean the person performing that role in relation to a specific Claim, as identified in the applicable transaction documentation.

3. Right of Withdrawal

If you are a Consumer, you have the right to withdraw from these Terms without giving any reason and without penalty, within 14 calendar days from the date these Terms are concluded. This right applies under the Zakon o zaštiti potrošača and the applicable EU rules on distance contracts for financial services.

You may exercise the right of withdrawal by sending an unequivocal notice of withdrawal to LOANCH by email, through the contact channels indicated on the Platform, or by using any online withdrawal functionality made available for that purpose.

LOANCH may make available a standard withdrawal form or similar withdrawal function on the Platform for convenience, but you are not required to use any particular form provided that the notice clearly states your decision to withdraw.

Where you validly exercise the right of withdrawal within the applicable withdrawal period, these Terms shall terminate with effect from the date on which LOANCH receives the withdrawal notice, subject to this Section and subject to any rights and obligations that by law or by their nature continue to apply in relation to transactions already entered into or services already performed.

If, before exercising the right of withdrawal, you have not acquired any Claim, entered into any Assignment Agreement, or used any paid or transaction-specific service, LOANCH shall, without undue delay, and in any event within the period required by applicable law, return any withdrawable funds held for you, less any amount that LOANCH is entitled to retain under mandatory law.

If, before exercising the right of withdrawal, you have expressly requested the immediate performance of these Terms or of a specific service made available through the Platform, you shall remain liable only for such amount, if any, as may lawfully be payable for services actually provided before LOANCH received the withdrawal notice, as permitted by law.

The right of withdrawal under this Section applies to these Terms as the framework agreement governing access to and use of the Platform. It does not entitle you to cancel or unwind a transaction that was already concluded and fully executed before you exercised the right of withdrawal, where applicable law provides that the withdrawal right does not apply, is excluded, or has been lost in relation to that specific transaction or service.

Where you request the execution of a transaction, acquisition of a Claim, activation of Auto Invest, or other immediate performance before the expiry of the withdrawal period, LOANCH may require you to provide any confirmation, acknowledgment, or express request that is required under applicable law in order to proceed with such transaction or service during the withdrawal period.

If you exercise the right of withdrawal after one or more transactions have already been entered into, LOANCH will retain access to account records and data needed to administer active Claims, process any pending returns of funds, meet its legal obligations, and give effect to the consequences of those transactions.

Nothing in this Section limits any mandatory withdrawal right, cancellation right, or other consumer protection right available to you under applicable law. Where applicable law gives you more extensive rights than those set out in this Section, you may rely on those rights.

LOANCH may provide further information on the exercise of the right of withdrawal, including the applicable contact details, withdrawal form, withdrawal function, and the legal consequences of withdrawal, in the pre-contractual information available on the Platform and in any related withdrawal notice or consumer information document.

4. Pre-Contractual Information

Before a Consumer is bound by these Terms or by any offer made through the Platform, LOANCH shall make available the pre-contractual information required under applicable law in a clear and comprehensible form, whether on the Platform or in another durable medium.

The key characteristics of the Platform, the services made available through it, the assignment-based transaction structure, the main risks connected with the acquisition of Claims, the applicable fees and charges, the right of withdrawal, the complaints process, the applicable law, and other information required by law are described in these Terms and in the Pre-Contractual Information Sheet available on the Platform.

You acknowledge that the current versions of the Pre-Contractual Information Sheet, the Risk Disclosure Notice, the Dispute Settlement Procedure, the Privacy Policy, and the Cookie Policy are available on the Platform and form part of the information framework applicable to the use of the Platform.

Where required by applicable law, LOANCH shall provide you with the relevant contractual terms and pre-contractual information in a durable medium before or immediately after conclusion of these Terms, as applicable.

5. Eligibility and Acceptance of Terms

The Platform may be used only by persons who are legally permitted to do so under applicable law and who meet the eligibility requirements set out in these Terms and in any additional onboarding, verification, or product-specific criteria applied by LOANCH from time to time.

The Platform is available only to natural persons acting in their own name and for their own benefit. A person may use the Platform only if that person is at least 18 years old, has full legal capacity, is resident in a Member State of the European Union, and is not subject to any legal or factual restriction that would prevent that person from validly entering into these Terms, acquiring Claims, or using the services available through the Platform. Legal entities and persons acting on behalf of another person or a legal entity are not eligible to register or use the Platform.

Access to the Platform may be limited or unavailable in certain jurisdictions or for certain categories of users due to legal, regulatory, compliance, or operational requirements. LOANCH may therefore refuse or limit access, decline registration, or restrict particular transactions and services where required. The Platform is not available to persons who are not resident in a Member State of the European Union. Even where a person is resident in a Member State of the European Union, LOANCH may refuse or restrict access if that person is resident in a jurisdiction that LOANCH designates as restricted or prohibited for legal, regulatory, sanctions, AML/CFT, or risk-management reasons.

The current list of restricted or prohibited jurisdictions is available on the Restricted Countries and Regions page at [INSERT LINK] and forms part of the eligibility criteria under these Terms. LOANCH may amend that list from time to time where necessary due to changes in law, sanctions, payment-provider requirements, licensing constraints, or risk-management considerations. You are responsible for reviewing that information before registering for or using the Platform and for informing LOANCH without undue delay if your residence or other information relevant to your eligibility changes.

You must provide complete, accurate, and up-to-date information when registering for and using the Platform, must promptly update any information that becomes inaccurate or outdated, and must not impersonate another person, use the Platform on behalf of another person or legal entity, or create or use multiple accounts in a manner not permitted by LOANCH. By accessing the Platform, creating an account, or otherwise using any service made available through the Platform, you confirm that you have read and understood these Terms, accept them in full, and that all information and confirmations provided to LOANCH are true, accurate, complete, and not misleading.

If you do not meet, or cease to meet, the eligibility requirements applicable to the Platform or to any particular service or transaction, LOANCH may refuse or discontinue access to the relevant service, suspend or restrict your account, decline a transaction, require additional information or documentation, or terminate the relationship under these Terms.

For the avoidance of doubt, satisfying the eligibility requirements to open or maintain an account on the Platform does not by itself entitle you to access every service, feature, investment opportunity, or transaction type made available through the Platform. Access to specific services, features, Claims, originators, jurisdictions, or investment tools may be subject to additional conditions, disclosures, assessments, restrictions, or consents.

6. Registration, Verification and Account Security

To use the services available through the Platform, you must complete the registration process available on the Platform and create a User Account. During registration and throughout your use of the Platform, you must provide the information, confirmations, and documents requested by LOANCH and must ensure that all such information, confirmations, and documents are accurate, complete, current, authentic, and not misleading.

As an obliged entity under the Zakon o sprječavanju pranja novca i financiranja terorizma, LOANCH is required to carry out customer identification, verification, and due diligence checks before and during the provision of services. LOANCH may require you to complete such checks as it considers necessary for AML/CFT compliance, sanctions screening, and fraud prevention. These may include submission of personal identification documents, proof of address, information on source of funds or source of wealth, and bank account details.

LOANCH may carry out verification and screening checks on the basis of information and documents provided by you, information received in connection with payments made by or to you, information available from public registers or official sources, and information obtained from third-party service providers, databases, or verification tools lawfully used by LOANCH for compliance, operational, security, or risk-management purposes.

Completion of registration does not by itself entitle you to use all services, features, transactions, or payment functionality available on the Platform. LOANCH may require additional checks, information, documents, or the completion of further steps before enabling access to particular services, transactions, Claims, jurisdictions, or account functions.

You must promptly inform LOANCH of any change to information previously provided where such change is relevant to your eligibility, identity, legal status, residence, tax status,source of funds or wealth, linked bank account or use of the Platform. LOANCH may also request updated information or documentation, or require you to complete additional or repeated verification steps, at any time where necessary in light of applicable law, transaction monitoring results, changes in your circumstances, or other compliance, security, or risk-related considerations.

You are responsible for maintaining the confidentiality of your login credentials and for taking reasonable steps to prevent unauthorised access to your User Account. You must not share login credentials with any third party or permit any third party to use the account except as expressly permitted by LOANCH. LOANCH may require the use of additional authentication measures, including multi-factor authentication, for login, withdrawal requests, changes to linked payment account details, activation or modification of Auto Invest, or other sensitive account actions, and where such measures are made mandatory you must complete and maintain them in accordance with the instructions on the Platform.

Any action carried out through your User Account using the correct login credentials, authentication method, or other access credentials may be treated by LOANCH as having been authorised by you unless you have informed LOANCH without undue delay that the account, login credentials, email address, device, or other authentication method may have been compromised or used without authorisation.

If you know or suspect that your User Account, login credentials, email address, device, or authentication method has been compromised or used without authorisation, you must notify LOANCH without undue delay and take such steps as are reasonably available to secure your account, including changing the password and following any account-security instructions provided by LOANCH. After receiving such notice, LOANCH will use reasonable efforts to suspend or restrict the affected access credentials or User Account to the extent necessary to prevent further unauthorised activity, and may require re-authentication, password reset, or additional verification before restoring access. LOANCH will review any notification of suspected unauthorised activity made in good faith and, where necessary, may investigate the relevant account activity and take such corrective or protective measures as it considers appropriate.

LOANCH may temporarily restrict, suspend, or block access to a User Account where necessary to protect you, LOANCH, other users, payment systems, or the integrity or security of the Platform, including in cases of suspected unauthorised access, fraud, inconsistent account information, failed verification, or other legitimate compliance or security concerns. Where appropriate and permitted by law, LOANCH may inform you of such action and may require further information, documents, or verification steps before restoring access.

Unless expressly permitted otherwise by LOANCH, you may maintain only one account on the Platform in the same capacity. LOANCH may suspend, restrict, merge, or close duplicate, misleading, or unauthorised accounts where necessary for compliance, fraud prevention, or operational integrity.

7. Platform Services and Role of LOANCH

The Platform is an online environment through which eligible Users may view, select, acquire, and hold Claims — or portions of Claims — arising under loan arrangements originated by third parties. Through the Platform you can review information on available Claims, lenders, assignors, and originators, enter into Assignment Agreements, monitor your portfolio and account activity, and use additional features such as automated investment tools, reporting, and communications that LOANCH makes available from time to time.

LOANCH operates the Platform and provides related services — including onboarding, account administration, transaction facilitation, payment flow coordination, and compliance support — but does not itself originate the underlying loans or act as a party to the Loan Agreement between the borrower and the relevant lender or originator. LOANCH is not the assignor, assignee, borrower, lender, or principal payment obligor in respect of any Claim or Assignment Agreement, unless LOANCH has expressly assumed a specific role in separate written transaction documentation.

When you acquire a Claim through the Platform, you receive only the rights expressly transferred under the relevant Assignment Agreement, subject to the terms, limitations, and risks applicable to that Claim, the underlying loan arrangement, and the assignor. You do not acquire rights broader than those validly held and transferred by the relevant assignor under the applicable legal and contractual framework. The Platform may facilitate the conclusion, administration, and servicing of Assignment Agreements, but in doing so LOANCH does not assume the obligations of any lender, assignor, borrower, originator, buyback obligor, guarantor, or other transaction party.

LOANCH may perform or coordinate servicing and transaction-support functions — including administration of Claim information, coordination of payment flows, updating account balances, communicating transaction status, and recovery-related support — under these Terms, the relevant Assignment Agreement, and arrangements with lenders, originators, or servicing partners.

Nothing on the Platform — including Claim summaries, historical data, originator descriptions, expected returns, repayment schedules, risk indicators, Auto Invest parameters, or any other informational or analytical content — constitutes investment advice, a personal recommendation, legal or tax advice, or any guarantee of performance. Any investment decision remains solely your responsibility.

LOANCH may add, modify, suspend, or discontinue Platform features, originators, jurisdictions, or services for legal, regulatory, or operational reasons, subject to Section 15.

Access to the Platform does not guarantee access to any minimum number of Claims, any particular originator, any expected return, or any specific feature. The rights connected with a

Claim — including payment rights, enforcement pathways, and recoveries processes — are shaped by the Assignment Agreement, the underlying loan structure, and applicable law.

8. User Funds, Payments and Withdrawals

Your User Account on the Platform reflects funds received from you, funds applied to transactions on the Platform, amounts received in connection with Claims, and other payment-related entries recorded by LOANCH under these Terms and the relevant transaction documentation.

Funds received from or for your benefit on the Platform are held, processed, or arranged through the payment and account structure adopted by LOANCH from time to time under applicable law. Where those funds are held through a segregated or otherwise separated client-money or payment account structure, they are not intended to form part of LOANCH's own operating funds.

You may transfer funds to the Platform only through the channels LOANCH makes available and only from a bank or payment account held in your own name with a credit institution or regulated payment service provider established and authorised in the European Economic Area or Switzerland. LOANCH may refuse, return, delay, or restrict incoming funds where these requirements are not satisfied or where necessary for identity verification, payment reconciliation, compliance screening, fraud prevention, or to meet legal, regulatory, or contractual obligations applicable to LOANCH or its service providers.

Funds reflected in the User Account may be used only for the purposes made available through the Platform, including the acquisition of Claims, receipt of repayments or other amounts credited in connection with Claims, payment of applicable fees or charges, and other actions expressly permitted under these Terms or the relevant transaction documentation.

Unless expressly stated otherwise by LOANCH, no interest accrues on funds held in or reflected in the User Account before they are invested or withdrawn.

You must ensure that all funds transferred to or used on the Platform originate from lawful sources. LOANCH may require you to provide information or documents relating to the origin of funds, source of wealth, beneficial ownership, payer identity, payment purpose, or any other matter reasonably requested for anti-money laundering, counter-terrorist financing, sanctions, or fraud prevention purposes.

Where LOANCH uses an external payment institution, electronic money institution, bank, or other payment service provider in connection with the receipt, holding, processing, or return of funds, LOANCH may identify that provider and the relevant payment arrangements on the Platform or in related disclosures. The treatment, timing, availability, and return of funds may depend on the legal and operational structure through which those funds are received or processed.

LOANCH may restrict the use, transfer, withdrawal, or crediting of funds reflected in the User Account where necessary to complete verification, investigate inconsistent or suspicious activity, comply with legal or contractual obligations, or address fraud-related concerns. Such restrictions may remain in place until the relevant review is completed to LOANCH's reasonable satisfaction or the relevant issue is resolved.

You may request withdrawal of available funds from the User Account in the manner available on the Platform, subject to these Terms, any verification or compliance requirements, and any amounts that are reserved, blocked, or committed to pending transactions.

Unless a different minimum is specified on the Platform, the minimum withdrawal amount is EUR 50. The minimum withdrawal amount does not apply where the User withdraws the entire remaining available balance in connection with the closure of the User Account. LOANCH will process a valid withdrawal request within 3 Business Days, unless a longer period is required due to verification, compliance review, operational issues, or circumstances beyond LOANCH's reasonable control. A withdrawal is deemed processed when LOANCH initiates the relevant outgoing payment.

Withdrawals will be made only to a bank or payment account held in your own name with a credit institution or regulated payment service provider established and authorised in the European Economic Area or Switzerland, accepted by LOANCH and linked to you in accordance with LOANCH's verification and payment procedures. LOANCH may limit the number of linked payment accounts and may require additional checks or supporting information before executing a withdrawal or processing any change to linked account details, including where a newly designated account is involved or the withdrawal presents elevated compliance or fraud-related risk.

Nothing in these Terms means that funds reflected in your User Account constitute a deposit with LOANCH or that LOANCH accepts repayable funds from the public as a bank. Where funds are held or processed through third-party payment arrangements, their legal treatment may depend on the applicable contractual framework, the role of the relevant payment service provider, and applicable law.

All payments and transactions on the Platform are denominated and recorded in euro unless LOANCH states otherwise. If funds are transferred in another currency and accepted by LOANCH, they may be converted into euro by the relevant payment service provider at the applicable exchange rate and subject to any fees or charges applied by that provider. LOANCH is not responsible for exchange rate fluctuations or third-party conversion charges unless expressly stated otherwise.

You bear any bank charges, payment-provider charges, foreign exchange costs, or other third-party charges associated with transferring funds to or from the Platform, unless LOANCH states otherwise. LOANCH may deduct any fees, charges, or other amounts due from you under these Terms or the relevant transaction documentation from funds held for you on the Platform.

LOANCH may correct payment, balance, or transaction entries where necessary to reflect the correct position following a technical or operational error, duplicate transaction, failed payment, or reconciliation issue, and will reflect any material correction in the User Account records. You acknowledge that the timing and processing of deposits, transfers, repayments, and withdrawals may depend on third-party payment service providers, banks, originators, and other counterparties, and that delays caused by such third parties may affect fund movement on the Platform.

9. Acquisition of Claims

You may acquire a Claim or a part of a Claim through the Platform only if you have completed the registration and verification steps required by LOANCH, have access to the relevant transaction functionality, and have sufficient available funds in your User Account to pay the relevant purchase price and any applicable fees or charges.

Claims available on the Platform are offered within the legal and operational structure adopted by LOANCH and the relevant lender, assignor, loan originator, or other transaction party. The availability of a Claim on the Platform does not by itself constitute a representation that the Claim is suitable for you, free from risk, enforceable in all circumstances, or available on identical terms at all times.

Before acquiring a Claim, you will be provided on the Platform with such information as LOANCH makes available in relation to the relevant transaction, which may include information relating to the Claim, the underlying loan, the borrower, the lender, the assignor, the loan originator, repayment expectations, buyback status, country, term, interest rate, and other transaction characteristics. You are responsible for reviewing the information available on the Platform and for deciding whether to proceed with the acquisition of the Claim.

By selecting a Claim and confirming the relevant transaction through the Platform, you submit a binding instruction to acquire the relevant Claim or part of the relevant Claim on the terms made available for that transaction. Once the transaction has been confirmed through the Platform and the relevant Assignment Agreement has been concluded in accordance with the Platform process, you may not revoke, cancel, or amend that instruction except where this is expressly permitted by mandatory law, these Terms, or the relevant transaction documentation.

A Claim is acquired by you under the relevant Assignment Agreement. The rights acquired by you are limited to the rights validly transferred under that Assignment Agreement and are subject to the terms of the relevant transaction, the underlying loan structure, the role and rights of the assignor, the rights of any other assignees, the servicing arrangements, and the applicable law governing the underlying receivable, the assignment, or related contractual arrangements. Where Croatian law governs the assignment, the transfer of the Claim takes effect as a cesija under the Zakon o obveznim odnosima. Unless expressly stated otherwise in the relevant transaction documentation, LOANCH is not a party to the relevant Assignment Agreement and does not, by facilitating or recording the transaction on the Platform, assume the obligations of the assignor or any payment obligation owed to you in respect of the relevant Claim.

The purchase price of a Claim shall be paid from your available balance on the Platform. By confirming the transaction, you authorise LOANCH to debit your User Account in the amount necessary to complete the acquisition and to process the payment flow connected with the transaction under these Terms, the relevant Assignment Agreement, and the operational model of the Platform. Once the relevant Assignment Agreement has been concluded, the acquired Claim or part thereof shall be reflected in your User Account or portfolio view on the Platform as an account and servicing record; your legal rights are determined by the relevant contractual documentation and applicable law.

Where you acquire only a part of a Claim, you acknowledge that the relevant Claim may also be held by one or more other users or assignees and that payments received in relation to that Claim may be allocated among them proportionately or otherwise under the relevant contractual structure and servicing arrangements.

LOANCH may set or apply minimum or maximum transaction amounts, concentration limits, availability rules, eligibility filters, originator-level or country-level restrictions, or other transaction conditions for legal, regulatory, contractual, or operational reasons. You may acquire only such Claims as are made available to you on the Platform from time to time, and LOANCH does not guarantee that any particular volume, type, originator, jurisdiction, pricing level, or expected return will be continuously available.

Unless expressly stated otherwise in the relevant transaction documentation, underlying loan agreements, borrower files, enforcement files, and other source documents relating to a Claim may be held by the relevant lender, assignor, originator, servicer, or another transaction party and may not be transferred to you. Your rights in relation to information, servicing, and enforcement are therefore limited to those provided under the relevant contractual structure and applicable law.

If payments are received in relation to a Claim, such payments will be reflected and processed on the Platform under the relevant servicing arrangements and the rights attached to that Claim. The timing and amount of any such payments may depend on the performance of the borrower and other third parties, the applicable transaction structure, and the efficiency and enforceability of servicing and recovery processes.

10. Auto Invest

LOANCH may make available on the Platform an automated investment functionality branded or described as “Auto Invest” or under a similar name. Where such functionality is made available, it enables you to instruct the Platform to acquire Claims automatically on your behalf in accordance with the parameters selected by you through the Platform.

Auto Invest is activated only where you have expressly chosen to use that functionality, have configured the relevant investment parameters offered by LOANCH, and have completed any confirmations or acknowledgements required by LOANCH in connection with the activation of Auto Invest.

Such parameters may include, depending on the functionality available on the Platform, investment amount or limit, country, loan type, lender or originator, term, interest range, buyback-related criteria, diversification criteria, reinvestment preferences, and other investment filters or settings.

By activating Auto Invest, you authorise LOANCH to use the available funds in your User Account, including funds subsequently credited to that account, to enter into Assignment Agreements automatically on your behalf in relation to Claims that match the parameters selected by you, without separate confirmation from you for each individual transaction.

Auto Invest involves automated processing of your selected parameters to identify eligible Claims and execute transactions within the scope of your prior instruction. Where GDPR or other applicable law treats such processing as automated decision-making with legal or significant effects, your activation of Auto Invest constitutes your explicit request and, where required by law, your explicit consent to such automated execution, subject to the safeguards set out in these Terms and the Privacy Policy.

The choice of Auto Invest parameters is yours. LOANCH does not assess whether Auto Invest is suitable for your financial position, objectives, or risk appetite, and Auto Invest does not constitute investment advice, portfolio management, or a personal recommendation by LOANCH.

LOANCH shall use reasonable efforts to ensure that Auto Invest operates in accordance with the parameters selected by you. However, you acknowledge that execution may depend on Claim availability, technical and operational constraints, legal or compliance restrictions, and other factors affecting whether and when a qualifying transaction can be completed.

Auto Invest shall operate only to the extent that you have sufficient available funds in your User Account and only while the functionality remains active and available on the Platform. LOANCH is not obliged to acquire any minimum number of Claims, any minimum investment amount, or any particular type of Claim through Auto Invest.

Where a Claim is acquired through Auto Invest, the relevant transaction shall be treated in the same manner as a transaction confirmed directly by you on the Platform, except that the transaction is executed automatically on the basis of your prior activation of Auto Invest and the parameters selected by you. Once such transaction has been executed and the relevant Assignment Agreement has been concluded, you may not revoke, cancel, or amend that transaction except where this is expressly permitted by mandatory law, these Terms, or the relevant transaction documentation.

You may amend, pause, or deactivate Auto Invest at any time through the functionality available on the Platform. Any amendment, pause, or deactivation will apply only on a prospective basis and will not affect transactions already executed before the relevant change took effect.

LOANCH may pause, limit, or discontinue Auto Invest, or require you to review or re-confirm your settings, where necessary in light of changes in law, compliance requirements, platform security, technical changes, or other operational or risk-related reasons — including where your User Account is restricted, your available balance is insufficient, additional verification is required, no matching Claims are available, or a transaction cannot be executed due to legal, technical, or operational constraints.

Information about Claims acquired through Auto Invest shall be made available to you through the Platform in the same or substantially the same manner as for other Claim acquisitions. You are responsible for reviewing the transactions executed through Auto Invest and for notifying LOANCH without undue delay if you reasonably believe that Auto Invest has executed a transaction in a manner inconsistent with the parameters selected by you or otherwise in error.

Where applicable law grants you rights in relation to automated decision-making, you may request human review of the operation of Auto Invest, express your point of view, and contest a transaction executed through Auto Invest that you reasonably believe was executed in error, outside your selected parameters, or in breach of applicable law or these Terms. Further information is set out in the Privacy Policy and the complaints process made available on the Platform.

Nothing in this Section limits any mandatory rights available to you under applicable law, including any rights relating to error correction, consumer protection, or automated decision-making where such rights apply.

11. Servicing, Buyback and Recoveries

LOANCH may provide, arrange, coordinate, or support servicing activities in relation to Claims acquired through the Platform under these Terms, the relevant Assignment Agreement, and the operational model of the Platform. LOANCH performs such functions only in the capacity assigned to it under these Terms and the relevant transaction documentation and does not, by reason only of providing such services, become a principal obligor under any Claim, buyback obligation, guarantee, or recovery obligation.

Such servicing activities may include maintaining Claim records, reflecting payments and account entries on the Platform, coordinating payment flows, communicating information from lenders, assignors, originators, or servicers, and taking such other operational steps as are reasonably necessary for the administration of Claims within the Platform structure.

LOANCH does not control the performance of the borrower, lender, assignor, originator, servicer, or other transaction parties, and the timing, amount, and recoverability of payments may be affected by their actions, omissions, solvency, or legal position. Where payments are received in respect of a Claim, LOANCH will reflect and process them in accordance with the applicable contractual structure and to the extent operationally available to LOANCH; where a Claim is held by more than one assignee, payments may be allocated proportionately or otherwise under the relevant servicing model.

Where a Claim is described as subject to a buyback obligation, repurchase obligation, guarantee, or similar mechanism, that mechanism applies only if expressly provided for in the applicable documentation and only to the extent set out there. Any such obligation belongs to the relevant lender, assignor, originator, or identified third party — not to LOANCH, unless LOANCH has expressly undertaken it in writing. The specific trigger events, conditions, scope, and limitations of any such mechanism may vary, and you are responsible for reviewing the relevant information on the Platform before acquiring a Claim.

Where the applicable Assignment Agreement or other transaction documentation grants the Lender, assignor, or another identified transaction party a right to repurchase a Claim, that party may exercise such right in respect of all or part of the outstanding Claim at any time and in its sole discretion, without requiring any further consent or approval from the User. The User irrevocably authorises LOANCH to implement, process, and record such repurchase and the related retransfer of the Claim. Upon payment or crediting of the applicable repurchase price to the User Account, the Claim and all related rights shall automatically be retransferred to the relevant repurchasing party without any further action, confirmation, or instrument being required from the User.

Unless mandatory law or the applicable transaction documentation expressly provides otherwise, the repurchase price constitutes full and final consideration for the retransfer of the Claim and all related rights. The User shall not be entitled to unaccrued interest, anticipated return, loss of profit, or any other compensation arising solely because of an early repayment, buyback, repurchase, or transaction-specific termination. LOANCH shall have no obligation to fund, advance, guarantee, or otherwise perform the repurchase obligation of any third party.

If a borrower or other relevant party fails to pay when due, LOANCH may — but is not obliged to — take or coordinate collection or recovery steps it considers appropriate in the circumstances. LOANCH may act directly or engage servicers, collection agents, or legal advisers. The outcome will depend on the contractual structure of the Claim, the cooperation of relevant parties, and the practical prospects of recovery.

You acknowledge that recoveries may be delayed, reduced, contested, or unavailable, and that enforcement outcomes may depend on factors outside LOANCH's control. Where LOANCH incurs external costs in connection with collection or recovery for the benefit of Users, it may recover those costs from affected Users only to the extent permitted by these Terms and on a fair and proportionate basis. Where appropriate, LOANCH will make information available on the Platform regarding servicing developments, delayed payments, buyback status, and collection activity.

Nothing in this Section creates an unconditional obligation on the part of LOANCH to advance funds, prefund missed payments, repurchase Claims, guarantee performance, or continue any particular servicing or recovery strategy. Where a Claim is subject to a buyback or repurchase obligation, the Platform will make available the key conditions of that mechanism, including the identity of the relevant obligor, the trigger event, and any material limitations or exclusions.

12. Fees, Pricing and Taxes

You may be required to pay fees, charges, costs, or other amounts when using the Platform, the acquisition or holding of Claims, payment processing, account activity, servicing arrangements, or additional features provided by LOANCH. Any fees and charges payable by you will be set out in the relevant transaction documentation or otherwise disclosed to you on the Platform before they become applicable.

By using a service or entering into a transaction to which a disclosed fee or charge applies, you agree to pay that fee or charge. You authorise LOANCH to deduct any fees, charges, costs, or other amounts due from you under these Terms or the relevant transaction documentation from funds held for or otherwise payable to you through the Platform, where such deduction is permitted by the applicable contractual arrangement.

Unless expressly stated otherwise, all fees and charges are stated in euro. If value added tax or any similar indirect tax is applicable and is not already included in the stated amount, such tax may be added where required by law. In addition to fees charged by LOANCH, you may incur third-party costs or charges, including bank charges, payment service provider charges, foreign exchange costs, transfer costs, legal or enforcement-related costs, and taxes or duties imposed by public authorities. LOANCH is not responsible for the level or application of such third-party costs or charges unless expressly stated otherwise.

LOANCH may introduce, amend, or discontinue fees, charges, or other amounts payable by you from time to time under Section 18 (Changes to the Platform and Terms). Any material fees or charges, and any material changes to them, will be disclosed to you on the Platform or in the relevant transaction documentation in advance under Section 18 and applicable law.

You are solely responsible for determining, reporting, and paying any taxes, duties, levies, or similar public charges arising when registering for or using the Platform, acquisition, holding, transfer, or disposal of Claims, receipt of repayments, interest, gains, or other amounts, or any other activity carried out by you through the Platform, except to the extent that applicable law specifically requires LOANCH to deduct, withhold, report, or remit an amount on your behalf.

LOANCH does not provide tax advice and does not undertake to assess the tax consequences of any transaction. You should obtain independent tax advice where appropriate. Where LOANCH is required by applicable law, or reasonably considers it necessary to comply with legal or regulatory obligations, LOANCH may request tax-related information or documentation from you, report information to competent authorities, and make deductions or withholdings where legally required. Where such a deduction or withholding is required by law, the amount credited or paid to you may be reduced accordingly.

If any amount owed by you to LOANCH remains unpaid, LOANCH may, to the extent permitted by law and by the relevant contractual framework, set off that amount against any funds otherwise payable to you or reflected in your User Account, after giving effect to any mandatory legal restrictions and any higher-priority rights of third parties.

Where LOANCH makes available a loyalty program, bonus structure, or similar incentive arrangement connected with your portfolio value, investment activity, or continued use of the

Platform, the applicable eligibility criteria, benefits, calculation methodology, accrual rules, limitations, and termination or amendment rules will be governed by the Loyalty Program Terms or other relevant program-specific terms made available on the Platform.

13. Risk Disclosure

Use of the Platform and acquisition of Claims involve financial risk. You may lose part or all of the funds you invest.

Claims are not bank deposits and are not protected by a deposit guarantee scheme or, unless otherwise stated, an investor compensation scheme. You acquire Claims within an assignment-based structure: the rights you receive are limited to those validly transferred under the relevant Assignment Agreement and may not give you direct rights against the borrower or other transaction parties.

Payments on a Claim depend on the performance of the borrower and — depending on the transaction structure — on the solvency and conduct of the lender, assignor, originator, servicer, or buyback obligor. If any of them fails to perform, payments to you may be delayed, reduced, restructured, or not made at all.

Any return projections, repayment schedules, ratings, or performance information on the Platform are indicative only and do not guarantee future results. Where a Claim is described as subject to a buyback or similar protective mechanism, that mechanism applies only in accordance with its specific terms and only if the relevant party remains willing and able to perform — it does not eliminate credit, counterparty, liquidity, or insolvency risk.

You may not be able to exit an investment early or at all. Unless a secondary market or exit function is available on the Platform at the relevant time, Claims should be treated as illiquid and may need to be held until repayment, restructuring, or write-off.

The enforceability and recoverability of a Claim may depend on the validity of the underlying loan and assignment, the quality of documentation, the role of the lender or originator, and the law and courts applicable to the underlying receivable. Enforcement may be costly, delayed, or ineffective.

Claims may be connected with borrowers, originators, or assets in jurisdictions outside Croatia or the EU, exposing you to country, regulatory, enforcement, and legal system risk. Where currency conversion is involved, you may also face foreign exchange risk, conversion costs, and fluctuations in the value of payments received.

The Platform depends on third-party payment institutions, banks, technology providers, and other counterparties. Disruption, fraud, cyber incidents, or third-party failure may affect your

ability to access services, execute transactions, or receive payments. LOANCH may also restrict, suspend, or refuse transactions or withdrawals for legal, compliance, or security reasons, and specific Platform features, originators, or investment tools are not guaranteed to remain available.

If LOANCH becomes insolvent or cannot continue operating the Platform, you may experience delays, servicing disruption, or practical difficulties in administering or enforcing your Claims — even where your underlying contractual rights remain intact.

You are solely responsible for assessing whether using the Platform is appropriate for your financial circumstances, investment objectives, risk tolerance, and liquidity needs. You should not invest funds you cannot afford to lose. Nothing on the Platform constitutes investment advice or a guarantee of performance — you should seek independent professional advice where appropriate.

14. Complaints Handling and Customer Support

LOANCH maintains customer support and a formal complaint handling procedure for matters relating to the use of the Platform. The detailed complaint submission and handling process is set out in the Dispute Settlement Procedure made available on the Platform.

You may contact LOANCH or submit a complaint using the contact channels published on the Platform or in the Dispute Settlement Procedure. LOANCH may require you to provide sufficient information to identify you, understand the issue raised, and investigate or process the request or complaint.

LOANCH will review complaints in a fair and proportionate manner and may request additional information, clarification, or supporting documents where necessary to assess the matter. You must cooperate in good faith and provide information reasonably requested for that purpose.

Unless a different period is required by applicable law or set out in the Dispute Settlement Procedure, LOANCH will acknowledge receipt of a complaint within 10 Business Days and will use reasonable efforts to provide a substantive response within 30 calendar days from the date on which the complaint is treated as complete and admissible. Where the complaint is particularly complex or depends on information or action from third parties, LOANCH may extend the response period to a maximum of 60 calendar days, provided that you are informed of the delay and the reasons for it.

Where a complaint concerns the processing of personal data or the exercise of data protection rights, you may also contact LOANCH using the privacy-related contact details set out in the Privacy Policy. Such matters may be handled in accordance with the Privacy Policy and applicable data protection law.

Submission of a complaint does not prevent LOANCH from taking or maintaining any restriction, suspension, compliance measure, or security measure that LOANCH is entitled or required to apply under these Terms or under applicable law.

If you are a Consumer, you may also have the right to refer an unresolved dispute to an applicable consumer alternative dispute resolution body in Croatia or in another competent jurisdiction, where available under applicable law. LOANCH shall identify the applicable ADR body or bodies in the Dispute Settlement Procedure made available on the Platform.

Nothing in this Section limits any right you have to bring a claim before a court or to contact a competent supervisory or regulatory authority where such right exists under applicable law.

15. Privacy, Personal Data and Marketing Communications

LOANCH processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) and applicable Croatian data protection law in connection with the registration of Users, the operation of the Platform, the provision of services, the conclusion and administration of transactions, compliance with legal and regulatory obligations, fraud prevention, sanctions screening, anti-money laundering and counter-terrorist financing controls, account security, customer support, complaints handling, and other legitimate operational purposes connected with the Platform.

Details regarding the categories of personal data processed by LOANCH, the purposes and legal bases of processing, retention periods, categories of recipients, international transfers where applicable, data subject rights, and privacy-related contact details are set out in the Privacy Policy, which forms part of the contractual framework referred to in these Terms.

By using the Platform, you acknowledge that LOANCH may process personal data to the extent necessary for the performance of these Terms, the provision of Platform services, the administration of Claims and related transactions, the maintenance of the User Account, the handling of payments and withdrawals, and compliance with legal, regulatory, and contractual obligations applicable to LOANCH or its service providers.

You acknowledge that, in connection with the operation of the Platform and the servicing of Claims, LOANCH may receive personal data from, and may share personal data with, service providers, payment institutions, banks, identity or verification providers, lenders, assignors, originators, servicers, collection partners, professional advisers, competent authorities, and other recipients identified in the Privacy Policy, where such sharing is necessary, lawful, and proportionate in the circumstances.

Where you do not provide personal data or related information necessary for registration, verification, compliance, payment processing, servicing, or the provision of Platform services, LOANCH may be unable to open or maintain the User Account, enable particular features, process transactions, or continue providing some or all services through the Platform.

LOANCH may communicate with you on the Platform, the User Account, transactions, servicing matters, security matters, legal notices, complaints, and other service-related matters using the communication channels provided by you or made available through the Platform. Such communications are part of the operation and administration of the Platform and do not require marketing consent where they are necessary for the performance of the contract, compliance with law, or LOANCH's legitimate operational and security interests, as applicable under relevant law.

Marketing communications are separate from service-related communications. LOANCH will send marketing communications only under applicable law and, where required, on the basis of your prior consent or another lawful basis expressly permitted by law. Where consent is required, such consent may be requested separately from acceptance of these Terms and may be requested by communication channel, by type of communication, or by other preference settings provided by LOANCH.

You may withdraw any marketing consent at any time using the unsubscribe functionality included in the relevant communication, the preference settings available on the Platform where such settings are made available, or by contacting LOANCH through the contact details indicated in the Privacy Policy or on the Platform. Withdrawal of consent does not affect the lawfulness of processing carried out before the withdrawal and does not affect service-related communications that LOANCH is entitled to send on another lawful basis.

Nothing in these Terms requires you to consent to marketing communications as a condition of registration or use of the core Platform services, except to the extent that a communication is strictly necessary for the provision, security, administration, or lawful operation of those services.

Questions, requests, or complaints relating to privacy, personal data, or marketing preferences may be submitted using the privacy-related contact details set out in the Privacy Policy.

Where LOANCH makes available a loyalty program or similar incentive arrangement, LOANCH may process information relating to your portfolio value, transaction activity, account history, or use of the Platform in order to determine eligibility for benefits, apply program status, calculate bonus entitlements, and administer the relevant program in accordance with the applicable program terms and the Privacy Policy.

16. Acceptable Use and Platform Rules

You must use the Platform in good faith, for lawful purposes only, and in a manner consistent with these Terms, applicable law, and the legal and operational structure of the Platform. You must not use the Platform in connection with fraud, money laundering, terrorist financing, sanctions evasion, market abuse, deception, identity misuse, unlawful transfer of funds, or any other unlawful, abusive, misleading, or harmful activity.

You must not provide false, inaccurate, incomplete, outdated, forged, or misleading information or documentation to LOANCH, whether during registration, verification, transaction activity, complaints handling, or otherwise when using the Platform.

You must not impersonate another person, act or purport to act on behalf of another person or legal entity, attempt to create or operate unauthorised duplicate accounts, or otherwise interfere with the integrity of user identification, account allocation, or recordkeeping on the Platform.

You must not attempt to gain unauthorised access to the Platform, another user's account, platform infrastructure, payment flows, source code, system interfaces, or data not intended for you, and must not interfere with, disrupt, damage, overload, reverse engineer, probe, scan, or test the vulnerability of the Platform or any related system except to the extent expressly permitted by applicable law and by LOANCH in writing. You must not use automated scripts, bots, crawlers, scraping tools, data extraction tools, or similar technical means to access, extract, copy, monitor, or reuse Platform content, transaction information, or system outputs except where expressly permitted by LOANCH in writing or made technically available by LOANCH for that purpose.

You must not use the Platform in a way that circumvents the intended transaction, servicing, communication, or payment structure of the Platform, including by attempting to bypass the Platform in relation to transactions, settlement flows, servicing arrangements, or communications that are intended to take place within the Platform framework.

Where you acquire a Claim through the Platform, you must not independently contact, pursue, pressure, instruct, threaten, or otherwise engage with the relevant borrower except to the extent such action is expressly permitted under the relevant contractual structure, applicable law, and the instructions or arrangements communicated by LOANCH. You acknowledge that borrower communications, servicing, and enforcement pathways may be centralised or coordinated within the Platform structure or through designated third parties.

You must not misuse any feature provided by LOANCH, including Auto Invest, payment functionality, reporting tools, communication channels, complaint channels, promotional offers, or any beta, pilot, or optional feature. In particular, you must not use the Platform in a manner intended to manipulate availability, priority, pricing, technical processes, or operational outcomes.

You must comply with all notices, instructions, technical requirements, security requirements, and operational procedures reasonably communicated by LOANCH when using the Platform, account security, payments, verification, servicing, or compliance.

If you upload, submit, transmit, or otherwise make any material available through the Platform, you must ensure that you have the right to do so and that such material is lawful, accurate, non-infringing, and not harmful, defamatory, misleading, or malicious.

A breach of this Section may result in refusal of a transaction, restriction of account functionality, suspension of access, reversal or rejection of a payment where lawful and operationally possible, termination of the relationship, or referral to competent authorities, depending on the nature and seriousness of the breach.

17. Restrictions, Suspension and Termination

LOANCH may restrict, suspend, or block access to the Platform, your User Account, particular services, particular transactions, payment functionality, or withdrawal functionality for legal, compliance, security, or operational reasons.

Such measures may be applied in particular where: you have not completed registration or verification requirements, or have not provided information or documents reasonably requested by LOANCH; information you provided appears inaccurate, incomplete, outdated, or misleading; LOANCH has reasonable grounds to suspect fraud, unauthorised account access, money laundering, terrorist financing, sanctions exposure, or other financial crime; you have breached these Terms or any applicable transaction documentation, or your conduct creates legal, compliance, or security risk for LOANCH, other users, or third parties; a payment service provider, bank, or other relevant counterparty requires such a measure; or LOANCH is required to do so by law, court order, or the instruction of a competent authority.

Where reasonably possible and appropriate, LOANCH will inform you of a restriction, suspension, or block and of the principal reason for it. LOANCH may limit or withhold such information where disclosure would be unlawful, would prejudice fraud prevention, anti-money laundering or sanctions controls, would compromise security measures, would infringe the rights of another person, or would otherwise be inappropriate in the circumstances.

A restriction or suspension may be temporary or ongoing depending on the nature of the underlying issue. LOANCH may require you to provide additional information, complete additional verification, correct account information, confirm instructions, or take other reasonable remedial steps before access is restored or a restriction is lifted.

LOANCH may refuse to process or may delay a transaction, payment, withdrawal, or account action where the relevant activity cannot be completed lawfully, securely, accurately, or under these Terms and applicable law, internal controls, or the operational requirements of LOANCH or its service providers.

You may stop using the Platform at any time. You may request closure of the User Account in the manner provided by LOANCH, subject to completion of any pending verification, settlement of outstanding fees or other amounts due, and the absence of ongoing transactions, active Claims requiring continued account access, legal restrictions, or other circumstances that reasonably require the account to remain open for administration, servicing, compliance, or recordkeeping purposes.

LOANCH may terminate the relationship with you and close the User Account where: you materially breach these Terms or other applicable transaction documentation; you repeatedly breach these Terms; you provided false, forged, misleading, or materially inaccurate information or documentation; you fail to satisfy verification, compliance, or onboarding requirements; you are, or appears to be, involved in fraud, sanctions exposure, money laundering, terrorist financing, or other unlawful activity; LOANCH is required or reasonably considers it necessary to terminate the relationship in order to comply with applicable law, contractual obligations, or risk-management requirements; the Platform or relevant service is discontinued; or continuation of the relationship is no longer operationally, legally, or commercially viable.

Where any of the circumstances described above constitutes a valid or serious reason, LOANCH may terminate the relationship, close the User Account, or discontinue any affected service with immediate effect and without prior notice. Where required by applicable law, LOANCH will inform the User of the termination and its principal reason as soon as reasonably practicable, unless such disclosure is prohibited by law or could prejudice compliance, fraud-prevention, sanctions, security, or other legitimate protective measures.

Where a User fails to provide information or documents required by LOANCH for verification or compliance purposes within the period specified by LOANCH, LOANCH may restrict or disable Auto Invest, restrict or refuse further deposits, prevent the User from entering into new transactions, and terminate the relationship with the User. In connection with such termination, LOANCH may, where and to the extent permitted by the applicable Assignment Agreements and its arrangements with the relevant Lenders, arrange and process the repurchase of all active Claims held by that User. Any repurchase proceeds actually received shall be credited to the User's withdrawable balance and, subject to applicable law and AML/CFT, sanctions, verification, payment-service-provider, and other compliance requirements, made available for withdrawal or returned to a verified payment account held in the User's own name. This paragraph does not give the User a right to demand an early exit or the repurchase of any Claim.

An unauthorised attempt by the User to contact or pursue a Borrower, demand payment directly from a Borrower, initiate independent enforcement proceedings, revoke or obstruct an authorisation required for Claim administration, bypass the Platform payment or servicing structure, or otherwise interfere with the administration of a Claim may be treated by LOANCH as a material breach of these Terms and the relevant transaction documentation.

LOANCH may terminate the relationship with you and close the User Account without alleging or demonstrating any breach or other grounds by giving you at least 10 calendar days' prior notice, or such longer minimum notice period as may be required by mandatory applicable law. LOANCH may give shorter notice or terminate the relationship with immediate effect where permitted or required by applicable law, regulation, court order, sanctions restrictions, fraud-prevention needs, security requirements or another urgent or valid reason..

The notice period applicable to termination of the relationship under these Terms applies only to the framework relationship between LOANCH and the User. It does not limit any right of LOANCH, the relevant Lender, assignor, or other transaction party to terminate, repurchase, unwind, or otherwise bring to an end an individual Assignment Agreement in accordance with its terms. Where LOANCH is a party to, or is expressly granted rights under, an Assignment Agreement, LOANCH may exercise any transaction-specific termination right provided therein, including immediate termination for cause or termination without cause on the notice period specified in that Assignment Agreement. Termination of an individual Assignment Agreement does not terminate these Terms or affect any other transaction.

Where the relationship is terminated, LOANCH may restrict you from entering into new transactions, may maintain or limit access to the account as needed for account closure, servicing, compliance, or recordkeeping purposes, and may process the return of any withdrawable balance after deduction or set-off of amounts lawfully due, subject to any pending obligations, restrictions, verification requirements, reserved amounts, active Claims, legal holds, or other contractual or legal limitations.

Termination of these Terms does not by itself extinguish rights and obligations that by their nature are intended to survive termination, including rights and obligations relating to concluded transactions, active Claims, payments already due or becoming due, servicing arrangements, fees, tax matters, recordkeeping, complaints, privacy, liability, dispute resolution, and compliance with legal obligations.

Except where LOANCH arranges a repurchase under this Section or a Claim is otherwise repurchased or disposed of under Section 11 or the applicable Assignment Agreement, a request by the User to close the User Account, termination of these Terms, or discontinuation of the User's access to the Platform does not by itself cancel, rescind, or unwind any concluded Assignment Agreement, create a right to an early exit, or require LOANCH, the Lender, or any other person to repurchase a Claim. Active Claims shall continue until repayment, sale, buyback, repurchase, contractual termination, write-off, or other disposal in accordance with the applicable transaction documentation. LOANCH may maintain such account access, records, restrictions, and administrative functionality as it considers reasonably necessary for servicing, settlement, compliance, and recordkeeping.

If you have been inactive for 12 months, LOANCH may contact you to confirm whether the account should remain open and may restrict or close it if there is no valid reason to keep it active. An account will not be closed solely due to inactivity if it holds active Claims or funds that require continued administration.

Nothing in this Section prevents LOANCH from taking urgent action without prior notice where such action is reasonably necessary to prevent fraud, financial crime, sanctions breaches, security incidents, unauthorised access, operational harm, legal non-compliance, or damage to the Platform or other users.

18. Changes to the Services and to these Terms

LOANCH may change, update, suspend, or discontinue any part of the Platform, any service, feature, or functionality where necessary for legal, regulatory, technical, or operational reasons. LOANCH may also amend these Terms from time to time and will make the updated version available on the Platform, with notice by email or through the Platform where appropriate.

Where a change materially and adversely affects Users' rights or obligations, including withdrawal or deposit limits, fees or charges, access to funds or services, termination rights, liability, governing law, or dispute resolution, LOANCH will give Users at least 10 calendar days' prior notice before the change takes effect.
The same notice period applies to operational changes concerning future optional transactions, provided that such changes do not affect existing Claims, concluded transactions, accrued amounts, or access to withdrawable funds.
Changes may take effect immediately where they:

(a) are solely in favour of Users or otherwise do not adversely affect Users' rights or obligations;
(b) consist of technical corrections, clarifications, formatting changes, or corrections of obvious errors;
(c) introduce new optional services or features that do not affect existing Claims or concluded transactions;
(d) are required by applicable law, regulation, a competent authority, or a court order; or
(e) are reasonably necessary for AML/CFT, sanctions compliance, fraud prevention, security, or another urgent circumstance beyond LOANCH's reasonable control that makes prior notice impracticable.
Where reasonably practicable and legally permitted, LOANCH will notify Users of an immediate change in advance or, if that is not possible, as soon as reasonably practicable afterwards.

If you do not agree with a material change, you may stop using the affected service or terminate the relationship before it takes effect, subject to any active transactions, outstanding obligations, or other matters that need to be administered after termination. Continued use of the Platform after the effective date of a change may be treated as acceptance of the updated Terms only as permitted by law and only where you have been given appropriate notice. Unless required by applicable law or expressly agreed with the affected User in accordance with the applicable Assignment Agreement, no amendment to these Terms will retrospectively alter an existing Claim, Assignment Agreement, concluded transaction, or amount already accrued to the User.

Where a service, feature, or transaction type is discontinued or materially changed, LOANCH may take transitional steps reasonably necessary to protect users, complete pending operations, continue servicing active Claims, and ensure the orderly administration of existing relationships.

The current version of these Terms will be available on the Platform. LOANCH may also keep records of prior versions for compliance, audit, or legal purposes.

19. Intellectual Property

All intellectual property rights in and to the Platform, including its software, design, layout, structure, functionality, databases, reports, text, graphics, logos, trade names, trademarks, service marks, content, and other materials available through the Platform, are owned by LOANCH or its licensors and are protected by applicable intellectual property, unfair competition, and other laws.

Subject to these Terms, LOANCH grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platform solely for your own lawful use of the services made available through the Platform and only under these Terms.

You must not copy, reproduce, modify, distribute, republish, transmit, display, sell, license, reverse engineer, decompile, disassemble, create derivative works from, extract, scrape, or otherwise exploit any part of the Platform or Platform content except as expressly permitted by these Terms, by mandatory law, or by LOANCH in writing.

Nothing in these Terms transfers you any ownership right in the Platform or in any intellectual property rights of LOANCH or its licensors. All rights not expressly granted to you are reserved.

To the extent you upload, submit, or otherwise provide any material, information, feedback, suggestions, requests, or other content to LOANCH through or on the Platform, you confirm that you have the right to do so. You retain ownership of any rights you may have in such material, but grant LOANCH a non-exclusive, worldwide, royalty-free right to use, store, reproduce, adapt, transmit, and otherwise process that material as needed for the operation of the Platform, the provision of services, compliance, security, support, dispute handling, product improvement, or the enforcement of these Terms.

LOANCH may use general suggestions, comments, or feedback provided by you for the purpose of improving the Platform and related services, provided that such use does not conflict with applicable law or the Privacy Policy.

20. Liability and Disclaimers

You acknowledge that use of the Platform and acquisition of Claims involve financial, legal, operational, and counterparty risk. LOANCH does not guarantee the performance of any borrower, lender, assignor, originator, servicer, buyback obligor, guarantor, payment service provider, or other third party involved in a transaction or in the servicing of a Claim, unless LOANCH has expressly assumed such obligation in writing.

Where LOANCH facilitates, administers, supports, or coordinates a transaction or servicing process through the Platform, such role does not by itself make LOANCH a party to the underlying Loan Agreement or Assignment Agreement, nor does it make LOANCH the debtor, guarantor, buyback obligor, or insurer of your investment, unless LOANCH has expressly assumed such status or obligation in writing.

LOANCH is not responsible for the validity, enforceability, collectability, or economic performance of any Claim beyond the role expressly undertaken by LOANCH under these Terms, the relevant Assignment Agreement, and the operational structure of the Platform. In particular, LOANCH does not guarantee that any borrower will repay, that any lender or assignor will perform, that any buyback or repurchase obligation will be honoured, or that any recovery action will produce a result.

The Platform and its services are provided on an ongoing operational basis and may be affected by maintenance, technical issues, service interruptions, data errors, cyber incidents, payment disruptions, third-party failures, legal restrictions, or other circumstances beyond LOANCH's reasonable control. LOANCH does not guarantee that the Platform will be uninterrupted, error-free, or continuously available in the same form.

To the maximum extent permitted by applicable law, LOANCH shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or purely economic loss, including loss of opportunity, loss of profit, loss of anticipated return, loss of business, loss of goodwill, or loss resulting from market conditions, borrower default, delayed repayment, loss of liquidity, or third-party non-performance.

LOANCH shall not be liable for loss or damage caused by: inaccurate, incomplete, misleading, or delayed information provided by you or by third parties; the conduct, omission, insolvency, or failure of a borrower, lender, assignor, originator, servicer, buyback obligor, guarantor, bank, payment institution, or other third party; legal or regulatory restrictions affecting a transaction or payment; force majeure events; or your failure to comply with these Terms, platform instructions, security requirements, or applicable law.

Where LOANCH is liable to you under these Terms or in respect of your use of the Platform, LOANCH's aggregate liability shall, to the maximum extent permitted by applicable law, be limited to the greater of: (a) the total amount of fees actually paid by you to LOANCH during the 12 months preceding the event giving rise to the claim; or (b) EUR 5,000.

The limitations and exclusions in this Section do not apply to liability that cannot be excluded or limited under applicable law, including liability for wilful misconduct, fraud, death or personal injury caused by negligence, or any other liability that must remain uncapped as a matter of mandatory law. Nothing in these Terms excludes or limits any rights or remedies you may have under mandatory law, including applicable consumer protection law.

You shall be liable to LOANCH for losses, costs, claims, liabilities, or expenses suffered or incurred by LOANCH to the extent caused by your breach of these Terms, unlawful use of the Platform, misuse of the account, provision of false or misleading information, infringement of third-party rights, or failure to comply with applicable law, except to the extent such loss is caused by LOANCH's own breach of these Terms or applicable law.

Where LOANCH takes action in good faith to comply with applicable law, sanctions restrictions, anti-money laundering obligations, fraud-prevention measures, security requirements, court orders, or instructions of competent authorities, LOANCH shall not be

liable for loss resulting from such action unless such exclusion is not permitted by mandatory law.

21. Insolvency and Continuity of Servicing

If LOANCH becomes insolvent, enters liquidation, restructuring, or any similar process, or is otherwise unable to continue operating the Platform, it may suspend or discontinue access to the Platform, new transactions, and some or all Platform functions, and will take steps reasonably necessary to preserve records, support the orderly administration of active Claims, and cooperate with insolvency practitioners and competent authorities. You acknowledge that access to the Platform, payment processing, servicing communications, and the handling of withdrawals or repayments may be delayed, restricted, transferred, or otherwise affected.

LOANCH may seek to arrange the transfer or handover of servicing and administrative functions to another provider, but does not guarantee that any such arrangement will be available or completed without disruption. The continued existence of your rights under a Claim, and your practical ability to administer or enforce those rights, will depend on the terms of the relevant Assignment Agreement, the structure of the underlying transaction, and the applicable insolvency and private international law framework.

Where funds are reflected in your User Account at the time of insolvency, their treatment, return, and recoverability may depend on the legal structure through which they were held, the involvement of third-party payment service providers, and applicable insolvency law. LOANCH may retain, transfer, or make available User and transaction records as needed for insolvency administration, continuity of servicing, and legal compliance, subject to the Privacy Policy.

Nothing in this Section constitutes a guarantee by LOANCH that the Platform will remain available in an insolvency scenario, that another provider will assume servicing, or that payments will continue without interruption.

22. Applicable Law and Dispute Resolution

These Terms, and any non-contractual obligations arising out of or in connection with them, are governed by the laws of the Republic of Croatia. If you are a consumer, this choice of law does not deprive you of any mandatory protections afforded under the law of the country where you have your habitual residence, to the extent those protections cannot be derogated from by agreement.

LOANCH and you will use reasonable efforts to resolve any dispute arising out of or in connection with these Terms, the Platform, or its services through good faith communication and, where appropriate, through the complaints handling process described in these Terms.

If you are a consumer, you may bring proceedings against LOANCH before the courts of the Member State where LOANCH is domiciled or before the courts of the place where you are domiciled, where such right is available under applicable law; proceedings by LOANCH against a consumer may be brought only before the courts of the consumer’s place of domicile, except where applicable law permits otherwise. If you are not a consumer, the courts of Croatia shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, unless mandatory law requires otherwise.

Nothing in these Terms limits any right you may have to submit a complaint to a competent supervisory authority, data protection authority, consumer protection authority, financial regulatory authority, or other competent public body, or to use any out-of-court dispute resolution mechanism available under applicable law.

23. Final Provisions

These Terms may be concluded and accepted by electronic means. You agree that acceptance of these Terms, submission of instructions, confirmations of transactions, use of account functionality, and other actions carried out through the Platform may produce legal effects equivalent to actions taken in written form, as permitted by law.

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect. Any such provision shall, to the extent possible, be interpreted or replaced in a manner that best reflects its original purpose.

Failure or delay by LOANCH in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further exercise of it.

You may not assign, transfer, charge, delegate, or otherwise dispose of any rights or obligations under these Terms without the prior written consent of LOANCH, except to the extent expressly permitted under the relevant transaction documentation or by applicable law.

LOANCH may assign, transfer, delegate, subcontract, or otherwise reorganise rights or obligations connected with the Platform or these Terms, including within its group structure or in connection with a business transfer, restructuring, outsourcing, or change of operating model, provided that such step does not reduce any mandatory rights you have or materially reduce the protections available to you under these Terms. Where required by law or where materially relevant to you, LOANCH will notify you of such change.

LOANCH may use affiliates, subcontractors, service providers, professional advisers, payment institutions, technical providers, servicing partners, collection partners, and other third parties in performing its obligations under these Terms, and remains responsible for its own obligations to the extent required by applicable law and the relevant contractual structure.

Notices and communications under these Terms may be given through the Platform, by email, or through other communication channels made available for service-related communications, unless applicable law requires a different form. A communication is treated as received when it becomes accessible to you through the relevant channel. You are responsible for keeping your contact details current and ensuring that communications from LOANCH can be received and reviewed in a timely manner.

These Terms are in English. Where required by applicable law or where LOANCH so decides, they may also be made available in Croatian or other languages. If LOANCH designates a particular language version as authoritative for a specific jurisdiction or category of users, that version prevails for those users; in all other cases, the English version governs.

These Terms constitute the entire agreement between LOANCH and you in relation to the subject matter covered by them, together with the documents expressly incorporated into the contractual framework under Section 1 (Introduction). They do not replace or override any separate Assignment Agreement or other transaction-specific documentation except to the extent expressly stated.

Provisions of these Terms which by their nature are intended to survive termination shall do so, including provisions relating to concluded transactions, active Claims, servicing, fees and taxes, privacy and data protection, complaints, liability, dispute resolution, recordkeeping, and compliance with applicable law.

LOANCH will keep the current version of these Terms and, where applicable, the current versions of the Privacy Policy, Cookie Policy, Risk Disclosure Notice, and Dispute Settlement Procedure available on the Platform together with their effective or last updated date. LOANCH may also maintain an archive of prior versions for legal, compliance, or audit purposes; unless expressly stated otherwise, the version applicable to you is the one in force at the time of the relevant acceptance, transaction, or event.

These Terms shall enter into force on the Effective Date stated at the beginning of the document.