GENERAL TERMS OF USE (GTU)
EVENFI FINTECH, S.A.

This document sets out the General Terms of Use ("**CGU**") of **EVENFI FINTECH, S.A.** «**EVENFI**»), as a Crowdfunding Service Provider (ECSP) in accordance with the provisions of the*Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European business finance service providers*(hereinafter referred to in short as ("**Regulation (EU) 2020/1503**"), whose main domain name evenfi.com, as well as all sites, subdomains and applications related or linked to it (hereinafter collectively referred to as "**EVENFI Plataform**").

The EVENFI Platform is exclusively owned by EVENFI, a Spanish public limited company called EVENFI FINTECH, S.A., with N.I.F. A67626283 and registered office at 08021 - Barcelona (Barcelona, Catalonia, Spain), Av. Diagonal, 598, Entresuelo 1ra, registered in the Mercantile Registry of Barcelona in Volume 47,388, Folio 118, Sheet 550,308 and with No. 5 in the Register of Participatory Financing Service Providers of the National Securities Market Commission (CNMV), as well as included in the Register of Participatory Financing Service Providers of the European Securities and Markets Authority (ESMA).

Thus, these Terms and Conditions serve as a legally binding contract between EVENFI and the users of the EVENFI Platform, and their prior express acceptance is mandatory and obligatory to access the registration, browsing and use of the same, including any subdomain, as well as any other website or computer application through which it can be accessed and/or all related services.

1. DEFINITIONS

For the purposes of interpreting these Terms and Conditions, the following concepts shall correspond to the following definitions:

- **User:** A generic term to refer to any individual or legal entity that accesses the EVENFI Platform.

- **Registered User:** Any user registered on the EVENFI Platform, in accordance with the registration and account opening procedure indicated below, regardless of their role as Investor / Investor User or Promoter / Promoter User.

- **Investor or Investor User:** Generic terms used interchangeably with respect to those Registered Users who have the status of investors, as defined in Regulation (EU) 2020/1503.

- **Promoter User Promoter:** Generic terms used interchangeably with respect to those Registered Users who have the status of promoters, as defined in Regulation (EU) 2020/1503.

- **Project**: Participatory financing project, understood as a business activity or activities that a Promoter intends to finance through an Offer, under the terms defined in Regulation (EU) 2020/1503.

- **Offer:**Information published on the EVENFI Platform in relation to a Project under which the investor is allowed to invest in said Project, under the terms defined in Regulation (EU) 2020/1503.

- **Campaign:** A crowdfunding campaign aimed at financing a specific Project, which runs from the time the Offer is published on the EVENFI Platform until the time of its termination.

- **Payment Account (*wallet*):** Individual payment account in the name of the holder (Investor User or Promoter User) opened with the payment service provider, in accordance with its own terms and conditions.

This is without prejudice to other concepts or definitions that may be defined in these Terms and Conditions. For all purposes, these definitions shall be interpreted regardless of whether they are used in the singular or plural, as appropriate in each context.

2. GENERAL CONDITIONS OF USE

By accessing, registering, browsing and/or using the EVENFI Platform, it will be tacitly understood that the User has read, understood and accepted, with full, unconditional and irrevocable consent, the following documents and information:

- General Terms of Use (CGU)
- Terms and Conditions (T&C)
- Privacy Policy
- Cookie Policy
- Further information is available on the EVENFI Platform

Additionally, those Users who register on the EVENFI Platform as Investor Users, in order to use it in that capacity, must subscribe to the Investor User Terms with EVENFI ("**TUI**"), which are also available on the EVENFI Platform, and which for the appropriate purposes develop and form an integral part of these Terms and Conditions.

These documents and information must be read and accepted by Users before proceeding to their registration as Investor Users or Promoter Users, as they explain the operation of the EVENFI Platform and include information whose knowledge and understanding is necessary before accessing, registering and using it.

These Terms and Conditions, as well as all other documents and information, and any specific conditions accepted by the Users, must be considered for all purposes as a complete contract entered into between EVENFI and the Users.

Furthermore, for the relevant purposes, it is stated that these Terms and Conditions do not establish, nor do they intend to establish, any agency or partnership relationship.*joint-venture*, employment relationship (employee-employer) or franchise relationship (franchisee-franchisor) between EVENFI and the User, as well as any type of relationship that is not expressly contained therein.

Under no circumstances is access, registration, browsing and/or use of the EVENFI Platform permitted if the User does not agree with said documentation and information, requesting in such case the immediate cessation of access, use, browsing and/or registration, as appropriate.

3. EVENFI

EVENFI is a Spanish Participatory Financing Service Provider (ECSP), duly registered in the Register of Participatory Financing Service Providers of the National Securities Market Commission (CNMV) [No. 5] and in the Register of the European Securities and Markets Authority (ESMA).

In particular, EVENFI's main activity is subject to Regulation (EU) 2020/1503 and consists of professionally connecting, through websites or other electronic means, a plurality of natural or legal persons who offer financing in exchange for a monetary return (Investors), with legal persons who request financing in their own name to allocate it to a Project (Promoters).

In this regard, it should be noted that as a Crowdfunding Service Provider (ECSP), EVENFI is not an investment services firm or a credit institution, and is not affiliated with any Investment Guarantee Fund (FOGAIN) or Deposit Guarantee Fund (FGD). Furthermore, EVENFI is not authorized as a hybrid payment institution or an electronic money institution.

4. PLATAFORMA EVENFI

4.1 EVENFI is the entity responsible for managing the EVENFI Platform, as defined above, as well as the computer applications inherent to it.

4.2 Through the EVENFI Platform, EVENFI may carry out the activities for which it is authorized as a Crowdfunding Service Provider (ECSP), in accordance with its Program of Activities. However, under no circumstances may the information or documentation included on the EVENFI Platform be considered as investment recommendations and/or tax, legal, or financial advice, or any other advice of a similar nature, for Investor Users.

4.3 While access to the EVENFI Platform is public, access for unregistered users will be limited. To access the full EVENFI Platform interface, you will need to register as a user and enter your credentials (email address and password) each time you access it. Furthermore, access to and use of certain areas and features of the EVENFI Platform may be subject to separate policies, rules, or guidelines, which may require you to accept additional and/or specific terms and conditions.

4.4 Users agree to use the services and content included on the EVENFI Platform exclusively for their own personal purposes, including their own purposes as Investors or Promoters, respectively, excluding any other subsequent use for profit or the generation of direct or indirect benefits, as well as any illicit purposes, purposes that infringe upon the rights and/or freedoms of third parties, or

that may harm or damage the interests of EVENFI or third parties. Likewise, Users may not use any type of computer code, virus, program, or equipment that could cause damage or unauthorized alterations to the content, systems, or structure of the EVENFI Platform.

5. ORIGINATORS

5.1. EVENFI's Relationship with Originators. Within the framework of its activity, EVENFI maintains collaboration agreements with certain entities or independent professionals that put it in contact with potential promoters interested in publishing crowdfunding projects on the EVENFI Platform ("**Originators**").

Originators act as independent commercial intermediaries or recommenders whose role is to identify and connect EVENFI with potential promoters or projects suitable for publication on the EVENFI Platform. This type of collaboration allows EVENFI to complement its ordinary commercial capacity to attract crowdfunding projects and, in particular: (i) increase the number of projects published on the EVENFI Platform and diversify its promoter base; and (ii) offer investor users a broader and more diversified range of investment opportunities.

In this regard, the Originators act exclusively as external and independent collaborating entities, without any agency, representation, mandate, partnership, joint venture, or employment relationship existing between them and EVENFI. In particular:

- The Originators do not act on behalf of or for EVENFI.
- Originators are not authorized to provide crowdfunding services or to represent EVENFI to third parties.
- The Originators do not intervene in the analysis, evaluation, verification or approval of the Projects published on the EVENFI Platform.
- Originators do not participate in the verification process for Promoters or Investors.
- Originators do not have access to Investors' funds nor do they intervene in their management or custody.

All regulatory functions associated with the provision of crowdfunding services —including, but not limited to, the verification of promoters, the review and publication of projects, the preparation of information documentation (including the KIIS document), the management of the technology platform, the user registration and verification process, and the management of investments made— are performed exclusively by EVENFI in its capacity as an authorized crowdfunding service provider in accordance with Regulation (EU) 2020/1503.

5.2. **Opportunity aggregator portals.** In certain cases, EVENFI may enable specific web pages, subdomains or interfaces integrated into the EVENFI Platform that allow the display of investment opportunities originated or prescribed by certain Originators.

These portals may present a distinct corporate image or be associated with specific investment communities, but they are an integral part of the EVENFI Platform and use the same technological infrastructure, operating processes and contractual conditions.

In this regard, Investor Users should bear in mind that:

- These portals do not constitute independent crowdfunding platforms.
- The crowdfunding services offered through these portals are provided exclusively by EVENFI.
- All users who access or register through these portals subscribe to the Terms and Conditions of Use and the Terms of Use of the EVENFI Platform.

5.3. **Information disseminated by Originators.** Originators or third parties may disseminate information about Projects, Campaigns, Promoters, or investment opportunities that may eventually be published on the EVENFI Platform. However, the User should be aware that EVENFI is only responsible for actions taken through the EVENFI Platform. In this regard, the Investor User should bear in mind that:

- All official information relating to crowdfunding projects, including the Key Investment Information Document (KIIS), is exclusively available on the EVENFI Platform;

- Any investment decision must be based solely on the information published on the EVENFI Platform. EVENFI assumes no responsibility for statements, representations, financial projections, profitability promises, or other statements made by the Originators to potential investors prior to or independent of the official publication of the Offer on the EVENFI Platform. The Investor User expressly acknowledges and accepts that any information received through channels outside the EVENFI Platform, including information transmitted by Originators, is unofficial and not attributable to EVENFI.

5.4. **Distinction of roles and additional information.** For the purposes of a correct understanding of the operation of the Platform, the User must clearly distinguish between the following figures:

- EVENFI: A crowdfunding service provider authorized under Regulation (EU) 2020/1503 and responsible for the management and operation of the EVENFI Platform.

- Originator: External collaborating entity that identifies or connects potential promoters with EVENFI, without providing regulated services or participating in the management of the Platform.

- Promoter: Entity that publishes a crowdfunding project on the EVENFI Platform and that will receive the funds from investors in the event of successful campaign closure.

The User should take the above into consideration and, if in doubt, may consult the Frequently Asked Questions (FAQ) section available on the EVENFI website or contact EVENFI customer service.

6. RUN-OFF SERVICES

6.1. **Run-Off Services.** In certain circumstances, EVENFI may provide administration and management services for crowdfunding projects in the execution or amortization phase ("**Run-Off Services**").

Run-off services consist of the operational, administrative, and monitoring management of previously initiated and formalized crowdfunding projects, without necessarily involving the launch of new crowdfunding projects. These services may include, among others:

- monitoring compliance with the Promoters' obligations;
- the management of capital and interest payments to Investors;
- incident or non-compliance management;
- the management of debt recovery or claim processes;
- Communication with investor users regarding the evolution of projects.

For these purposes, EVENFI may assume the management of Projects originating from other platforms or crowdfunding service providers, within the framework of activity transfer processes, platform integration or operational continuity plans intended to protect Investor Users.

6.2. **Integration of Projects on the EVENFI Platform.** In the event that EVENFI assumes the management of Projects originating from other platforms, the Investor Users and Promoters linked to said Projects may be integrated into the EVENFI Platform in order to allow the management and monitoring of said Projects.

For these purposes, EVENFI may carry out the necessary processes of:
- user registration or migration,
- identity verification (KYC),
- investor classification in accordance with Regulation (EU) 2020/1503,
- integration of documentation and data related to the projects.

During the Run-Off Services provision period:
- The contracts linked to the Projects will remain fully in force according to their original terms;
- EVENFI will act as the entity in charge of the administration and operational management of said Projects;
- Investor Users will continue to receive information regarding the evolution of the Projects through the EVENFI Platform or the communication channels enabled for this purpose.

The provision of Run-Off Services will be carried out at all times in accordance with the provisions of Regulation (EU) 2020/1503 and other applicable regulations, and EVENFI may adopt the organizational and operational measures necessary to ensure orderly management of projects and adequate protection of investor users.

6.3. **Limitations of Run-Off Services.** The provision of Run-Off Services by EVENFI does not imply: (i) the origination of new Projects; (ii) the modification of the original contractual terms of the Projects; nor (iii) the assumption by EVENFI of the Promoters' financial obligations. In particular, Investors continue to assume the risk inherent in the investments made in accordance with applicable regulations and the contractual terms of each Project.

7. SECONDARY

Secondary is a specific functionality made available by EVENFI in a complementary and independent way to the EVENFI Platform.

The purpose of Secondary is to enable a computer application in the format of a 'Notice Board' which, in accordance with the provisions of Regulation (EU) 2020/1503, allows Registered Users to contact each other bilaterally in an anonymous manner in order to show interest and, where appropriate, facilitate the transfer of participation quotas in the Projects published on the EVENFI Platform that are structured through loans or participatory loans, in a secure and traceable manner through an interface integrated into the EVENFI Platform.

In this regard, the operation of said application: (i) does not meet the characteristics of a secondary market; (ii) does not allow the placement of buy or sell orders; and (iii) does not operate based on an internal clearing system that executes orders automatically or multilaterally. EVENFI's intervention with respect to it is limited to:

- The provision to Registered Users of the EVENFI Secondary Platform, as an additional computer application to the EVENFI Platform with the functionalities indicated above;

- Providing Registered Users of the EVENFI Platform with suitable computer resources to carry out the aforementioned bilateral transactions securely (including, but not limited to, the computer maintenance of the application itself and standardized credit assignment framework conditions); and

- Centralized tracking and recording of transactions carried out between Users.

For these purposes, as a specific, independent, optional and voluntary functionality for Registered Users, its operation is governed by the specific Terms and Conditions (T&C) of Secondary, with respect to which the EVENFI Platform CGU are applicable in a supplementary manner in relation to everything not provided for in them.

8. MANGOPAY

8.1. **Collaboration agreement with MANGOPAY.** EVENFI has entered into a service provision agreement with the entity MANGOPAY, S.A. (hereinafter referred to as «**PAY**»), as the electronic money institution responsible for providing payment services to Registered Users of the EVENFI Platform, in accordance with the provisions of Regulation (EU) 2020/1503. This entity is authorized by the*Financial Sector Supervisory Commission*(CSSF) of Luxembourg [Electronic Money Institutions NºW00000005] to operate as an Electronic Money Institution in the European Economic Area (EEA).

8.2. **Opening a MANGOPAY Payment Account.** During the registration process on the EVENFI Platform, Registered Users must express their agreement with the General Terms of Use of MANGOPAY Payment Services (*Framework Agreement for Payment Services*), delegating to EVENFI the corresponding procedures for opening their corresponding Payment Account (*wallet*), as well as providing the bank account details associated with said Payment Account (*wallet*).

The General Terms and Conditions of Use of MANGOPAY Payment Services (*Framework Agreement for Payment Services*) can be consulted at the following link: https://even.fi/mangopay_tyc-en

According to the operating procedures implemented by EVENFI, no Investor User may invest in any Project published on the EVENFI Platform without having a Payment Account (*wallet*) in MANGOPAY created specifically for this purpose (that is, the use of a MANGOPAY Payment Account (Wallet) prior to the registration process is not valid. Likewise, Promoters will not be able to open Projects without first having a Payment Account (*wallet*) and MANGOPAY.

For all purposes, the Payment Account (Wallet) owned by the Registered User opened during the registration process on the EVENFI Platform will be for exclusive use for interaction with the EVENFI Platform, and its use for matters unrelated to its operation is not permitted.

In this sense, although the relationship between the Registered User and MANGOPAY is independent of the relationship between the Registered User and EVENFI, acceptance of the General Terms of Use of MANGOPAY Payment Services is an essential requirement for access, registration, browsing and/or use of the EVENFI Platform as a Registered User (*Framework Agreement for Payment Services*), as well as overcoming the registration procedures, identity verification and/or other formalities that MANGOPAY may require, regarding which EVENFI has no influence, control or responsibility.

In this regard, the relationship of the Registered User with MANGOPAY, their Payment Account (*wallet)* any activity carried out by MANGOPAY through the EVENFI Platform will be governed solely by the contract signed between the Registered User and MANGOPAY, without prejudice to the web interface integrated into the EVENFI Platform. EVENFI is exempt from any liability that may arise in this regard. In particular, EVENFI will not be liable for: (i) failures, interruptions, or unavailability of the MANGOPAY service; (ii) losses or blocking of funds in Payment Accounts (wallets) caused by actions or decisions of MANGOPAY, including within the framework of anti-money laundering or regulatory compliance procedures; (iii) cyberattacks, fraud, or unauthorized access affecting MANGOPAY's technological infrastructure; or (iv) changes to MANGOPAY's terms of service that may affect Registered Users. For any issues related to the Payment Account (wallet), the User must contact MANGOPAY directly through the channels provided by MANGOPAY.

8.3. **Access to the Payment Account (Wallet).** In accordance with Regulation 2020/1503, EVENFI will not have access to, control, or at any time possess or be able to dispose of User funds, which will always be under the direct control of MANGOPAY, who will hold them in Payment Accounts (*wallet*) separate ownership by each User. Notwithstanding the foregoing, pursuant to the TUI, EVENFI will have informational access to the Payment Account (*wallet*) of each Registered User, with the objective of carrying out the corresponding monitoring of the Projects and being able to instruct the corresponding transfers of funds between the Payment Accounts (*wallets*) of Investors and Promoters, as appropriate, in relation to the respective Campaigns and Projects.

8.4. ***Policy regarding deposits/withdrawals of funds using credit or debit cards.*** Regarding the policy on deposits and withdrawals of funds using credit or debit cards, the following must be met:

(a) The Investor User: (i) may only make deposits/withdrawals of funds using credit or debit cards that they directly own; and (ii) in the case of deposits using credit or debit cards, must have sufficient funds available for this purpose. To this end, the Investor User will be responsible for compliance with both obligations, holding EVENFI and MANGOPAY harmless from any breach.

(b) To prevent fraud, funds deposited into the Payment Account (Wallet) using a credit or debit card must be withdrawn using the same card; withdrawals via bank transfer are not permitted. Similarly, any request for a refund of funds deposited into the Payment Account (Wallet) using a credit or debit card must be validated by EVENFI's customer service department, which, in coordination with MANGOPAY, reserves the right to request additional information from the Investor User to verify ownership of the credit or debit card.

(c) For each request for reversal of a card deposit, a commission of 2.5% of the amount to be reversed will be charged.

(d) EVENFI and MANGOPAY reserve the right to reject any deposit or withdrawal request to the Payment Account (Wallet) if fraud is suspected or the cardholder lacks authorization.

Under no circumstances will MANGOPAY or EVENFI be responsible for any additional charges, fees or commissions applied by the credit or debit card issuer for deposits or withdrawals of funds in the Payment Account (Wallet).

Without prejudice to other powers and anti-fraud measures contemplated in these Terms and Conditions, EVENFI reserves the right to inform MANGOPAY of any suspicion of fraudulent or unauthorized access to the Payment Account (Wallet) or of any breach of the General Terms and Conditions of Use of MANGOPAY's Payment Services, as well as to temporarily suspend the Investor User's access to the EVENFI Platform account for the period of time necessary to carry out the necessary investigations or, where appropriate, until the corresponding breach is remedied, and without prejudice to MANGOPAY's right to take other measures, including the cancellation of the

Investor User's Payment Account (Wallet) and the withholding of funds until the completion of the necessary checks and, where appropriate, the resolution of any type of judicial or extrajudicial process.

9. REGISTRATION AND IDENTITY VERIFICATION PROCESS

9.1. Requirements for opening an account on the EVENFI Platform

In order to register, browse and use the EVENFI Platform as a Registered User, the User must, in addition to complying with any other requirements established in current legislation, meet the following requirements:

a) Subjective requirements:

- In the case of individuals: be of legal age according to their country of residence.
- In the case of legal entities: (i) be legally constituted and domiciled in a territory that is not considered a tax haven; (ii) identify a natural person as representative; and (iii) identify the beneficial ownership structure (*chain of control / beneficial ownership*) where the ultimate beneficiary is one or more natural persons who meet the requirements established for natural persons. Furthermore, the person registering the account must declare that they are duly authorized and legally empowered to act on behalf of the User.
- Additionally, in the case of Promoter Users, neither they nor their partners or administrators may: (i) be disqualified in accordance with the provisions of the insolvency regulations of their country of residence; (ii) nor be serving a sentence for the commission of crimes or offenses against property, money laundering, the socio-economic order, the Public Treasury and Social Security.

By registering the opening of an account on the EVENFI Platform, the User confirms compliance with said subjective requirements, as well as having sufficient legal capacity to contract, in accordance with these General Terms and Conditions and: (i) in the case of Investor Users, the TUI; and (ii) in the case of Promoter Users, the TPC.

b) Objective requirements:

- Pass the EVENFI authentication/identity verification process;
- Accept the CGU and, where applicable, TUI;
- Accepting the MANGOPAY Payment Services Terms and Conditions (MANGOPAY Payment Services Framework Agreement) and opening a Payment Account (*wallet*);
- Have a valid bank account in your name in the SEPA area;
- Register your data on the EVENFI Platform, in accordance with the registration and verification process indicated in Clause 9.2 and Clause 9.3 of these Terms and Conditions.

EVENFI may subject access, registration, browsing, and use of the EVENFI Platform, or certain areas or functions thereof, to specific additional conditions or requirements, compliance with particular qualifications, or certain eligibility criteria. All of this may be done at EVENFI's sole discretion, according to its assessments, conditions, or criteria, which will always be established in accordance with general and non-discriminatory criteria with respect to any specific User. It is the User's responsibility to read, understand, and comprehend these conditions in their entirety before expressly or tacitly agreeing to them.

9.2. *Registration and account opening process on the EVENFI Platform*

9.2.1. Users must register and open an account to access and use the EVENFI Platform. To register as a Registered User, it will be necessary, among other things, to provide an email address (*email*), creating the corresponding password (*password)* through a form available on the EVENFI Platform itself. Registered Users are responsible for maintaining the confidentiality and security of their credentials (email and password) and may not disclose them to third parties. Furthermore, if there is knowledge or reasonable suspicion that these credentials have been stolen, lost, misappropriated, or are threatened in any way, or if any unauthorized use of them is detected, the User must notify EVENFI as soon as possible.

For these purposes, if EVENFI becomes aware or has reasonable suspicion that a third party has accessed the account or credentials of a Registered User, or that illegal, fraudulent or other unauthorized activities are being carried out through said account, it may at its discretion block the account until the situation is clarified.

9.2.2. During the registration and account opening process, the User must declare that they have read, understood and accepted the information and documentation indicated in Clause 2 above, including the TUI when it is an Investor User, as well as provide some additional contact details and confirm their email address.

9.3. ***Identity verification process***

9.3.1. Before committing funds to a specific Campaign, Registered Users must complete the identity verification process. To do so, following EVENFI's instructions, they must provide the corresponding documentation (including, but not limited to: email address, full name, national identity card/foreign resident card, passport, SEPA bank account details, contact information, telephone number, address/tax residence, information on the origin of funds, etc., as applicable). Similarly, EVENFI may require a tax residence certificate issued by the relevant tax authority of the Investor User's country of residence. This will also form part of the process of *identity verification* the completion by Investor Users of the classification application templates as *sophisticated investors* referred to in Clause 9.1.

For these purposes, the User agrees to provide accurate, current, truthful, and complete information during the registration process, and to keep this information duly updated in their profile at all times. EVENFI is not responsible for the accuracy of this information under any circumstances. Similarly, if the User is a legal entity, they must provide all their identifying information, as well as that of their legal representative and ultimate beneficiary, and the corresponding documentation as legally authorized to do so.

EVENFI, if deemed necessary to verify identity, may carry out checks or request additional documents. The same data, information, and documents provided by the User will be transmitted to MANGOPAY to proceed with opening the Payment Account (*wallet*) ownership by the User.

9.3.2. Despite the verification efforts undertaken, EVENFI assumes no responsibility for verifying the identity of any User, nor for the truthfulness, authenticity, or accuracy of the information or documentation provided by them. Notwithstanding the foregoing, for the purposes of transparency and fraud prevention, EVENFI may request any additional documentation and/or information it deems necessary, as well as ask questions and request clarifications at any time or after the registration process. To this end, the User guarantees to EVENFI that all information and documentation provided within the framework of this identity verification procedure is true, accurate, and complete in all respects, and undertakes to update it should any changes occur.

a) The identity verification process will be carried out manually by EVENFI and MANGOPAY, once the Registered User has provided the corresponding documentation. For this purpose, MANGOPAY will also verify the User's identity, performing its own checks of data, information, and documentation in accordance with its own standards.

10. USER ACCOUNT

10.1. Users may not register more than one account, which is by definition personal and non-transferable and may not be assigned, transferred, leased or sold.

10.2. The User will be solely responsible for any and all activities carried out through their account, including any statements made on the EVENFI Platform or any other action carried out using their credentials.

10.3. To the extent that EVENFI cannot guarantee the identity of its Users, it will not be responsible for the use of a User's identity by unregistered third parties.

10.4. Accounts on the EVENFI Platform do not imply any ownership, assets, or rights for the User. Therefore, EVENFI reserves the right to delete any User accounts it deems necessary, at its sole discretion, without providing any justification, compensation, or indemnification of any kind.

11. INVESTOR USERS

11.1. Classification as sophisticated investors and non-sophisticated investors

11.1.1. In accordance with the criteria set out in Regulation (EU) 2020/1503, Investor Users will be classified by EVENFI as *sophisticated investors* or *non-sophisticated investors*.

11.1.2. After Investor Users register on the Platform, EVENFI will classify Investors using questionnaires, covering, among other things, experience, investment objectives, financial situation, and a basic understanding of the risks involved in crowdfunding. For this purpose, after the initial classification, EVENFI may request Investor Users to update these questionnaires when it deems appropriate, reserving the right to: (i) modify, clarify, develop, refine, or specify the classification criteria as *sophisticated investor* the *non-sophisticated investor*; and (ii) modify the classification of said Investor User as *sophisticated investor* or *non-sophisticated investor*, as appropriate.

As a general rule, Regulation (EU) 2020/1503 will consider as *sophisticated investor*An investor who is aware of the risks associated with investing in capital markets and has sufficient resources to assume those risks without exposing themselves to excessive financial consequences; conversely, they will be considered *non-sophisticated investor,* those investors who are not considered *sophisticated investor*.

a) In the case of legal entities, they will be considered as *sophisticated investors* those that meet at least one of the following criteria:

- own resources of at least EUR 100,000.00;
- net turnover of at least EUR 2,000,000.00;
- balance of at least 1,000,000.00 EUR.

b) In the case of natural persons, they will be considered as *sophisticated investors* those that meet at least two of the following criteria:

- gross personal income of at least EUR 60,000.00 per fiscal year, or a portfolio of financial instruments exceeding EUR 100,000.00;
- The investor works or has worked in the financial sector for at least one year in a professional position that requires knowledge of the operations or services provided, or has held an executive position for 12 months in a legal entity as referred to in point a) above;
- The investor has carried out significant volume transactions in the capital markets with an average frequency of 10 per quarter during the previous four quarters.

11.1.3. EVENFI will classify Investor Users by default as *non-sophisticated investors.* Furthermore, the EVENFI Platform will integrate a template for Investor Users classified as *non-sophisticated investors* proceed to request treatment as *sophisticated investors* in accordance with Regulation (EU) 2020/1503, which must be validated by EVENFI. For all purposes, the completion of these templates and assessment questionnaires will be considered as corresponding to the identity verification process that Investor Users must observe, and forms an integral part of the process of *identity verification*, under the same terms as Clause 7.3 of the CGU. The Investor User must complete the corresponding form or questionnaire under their own responsibility, without EVENFI being responsible for the possible lack of truthfulness, correctness or certainty of the answers provided by the Investor.

11.1.4. The classification as *sophisticated investor* will be valid for two years. After this period, the Investor User must renew the classification questionnaire. Failure to do so will result in the Investor User being considered as a *non-sophisticated investor.*

11.2. Initial knowledge test and simulation of the ability to withstand losses

11.2.1. In accordance with Regulation (EU) 2020/1503, before giving *non-sophisticated investors* full access to the EVENFI Platform, EVENFI will assess whether the services offered by the Platform are suitable for such investors.

To this end, EVENFI will require Investor Users to complete a questionnaire on experience, investment objectives, financial situation and basic understanding of the risks associated with investing in crowdfunding platforms, as indicated in Article 21 of Regulation (EU) 2020/1503. For these purposes, this assessment will be carried out again every two (2) years.The Investor User must complete the corresponding form or questionnaire under their own responsibility, without EVENFI being responsible for the possible lack of truthfulness, correctness or certainty of the answers provided by the Investor.

If non-sophisticated investor Users fail to provide the information requested in the questionnaire, or if the EVENFI Platform deems that such Investor Users lack sufficient capacity, knowledge, or experience, EVENFI will warn them of the unsuitability of the services offered for them, as well as the investment risks, specifically the risk of losing all invested funds. Additionally, EVENFI reserves the right to cancel the Investor User's account, in accordance with the terms set forth in Clause 18.2 of the Terms and Conditions.

11.2.2. EVENFI will require Investor Users to complete a form to assess their capacity to withstand losses, calculated in relation to 10% of their net worth, based on the following information:

- regular income and total income, and whether the income is earned on a temporary or permanent basis:
- assets, including financial investments and any cash deposits, but excluding personal and investment real estate and pension funds:
- financial commitments, including periodic, current or future ones.

11.3. ***Commitment to completion***

The Investor User declares that he/she knows, understands and accepts the provisions set out in this clause and expresses his/her commitment to carry out the questionnaires, tests, evaluations and trials to which he/she is subjected by the EVENFI Platform in accordance with the requirements of Regulation (EU) 2020/1503 and any regulation that may eventually complement or replace it in the future.

11.4. Risks associated with investing through the EVENFI Platform

11.4.1. The Investor User declares that they know, understand and accept the risks associated with participatory financing investments.

11.4.2. The Investor User declares that they know, understand and accept that none of the content of the EVENFI PlatformThis constitutes investment advice and/or recommendations of any kind. Investors must form their own independent judgments through appropriate due diligence, research, and analysis, and make their own decisions regarding their investment activity, taking into account their personal financial situation and risk tolerance. EVENFI is unaware of these circumstances and, consequently, cannot be held responsible for them. Therefore, the information provided on the EVENFI Platform regarding a specific Project and Promoter is not intended to be considered by the Investor as the sole basis for deciding whether to invest in a Project.

In particular, EVENFI makes no guarantees or representations regarding the Promoters' ability to repay the capital, and in no event shall it be liable or responsible for their debts to the Investor Users. In the event of non-payment, default, bankruptcy, insolvency, or any other breach by the Promoter of its obligations to the Investors, EVENFI will act to the extent possible as a mere administrative manager and intermediary, without this implying any payment obligation on the part of EVENFI or its shareholders, directors, officers, employees, or agents. EVENFI may, at its sole discretion and without incurring any additional obligation or liability: (i) require the Promoter to fulfill its obligations; (ii) inform the Investor Users about the status of the Project; and (iii) entrust the out-of-court or judicial management of the debt to a specialized third party (law firm, debt collection agency, or other entity), without such engagement generating liability for EVENFI. The costs arising from any debt collection or recovery proceedings may be passed on pro rata to the affected Investor Users in accordance with the Terms of Use.

In this sense, EVENFI's activity does not in any way include the provision of investment services, as defined in current regulations and, in particular, the*Law 6/2023, of March 17, on Securities Markets and Investment Services,*or any regulations that may eventually modify, supplement, or replace it in the future. Consequently, all information contained on the EVENFI Platform regarding the Projects may not be considered under any circumstances as investment advice or advice of any other kind, having the character of mere general commercial communication made by the Promoter, and any decision adopted by the User shall be considered an informed and independent decision, not based on any special trust between the User and EVENFI.For these purposes, the Investor must assume the risk and fortune of the Projects in which he decides to participate, assuming the existing profitability-risk combination, insofar as the Projects are not guaranteed by EVENFI or by third parties.

Insofar as the obligations assumed by EVENFI towards the Investor User are obligations of means, but not of result, it undertakes to maintain a correct functioning of the EVENFI Platform, but in no case will it be responsible for any negative eventualities that may arise, provided that these do not derive from its negligence and provided that it has governed its actions in accordance with good faith.

11.4.3. The Investor User declares that they know, understand and accept the following warnings in relation to their investment activity on the EVENFI Platform:

a) *Risk warning.* Investing in projects published on the EVENFI platform carries a number of inherent risks. In particular, the risks associated with participating in loans or subscribing to shares, equity interests, or other securities representing capital and obligations through EVENFI should be emphasized, as such investments are not insured. These risks include: (i) total or partial loss of invested capital; (ii) failure to obtain the expected monetary return; (iii) failure to obtain any return on investment; or (iv) the risk of illiquidity of the investment.

In this regard, in addition to the above, the Investor User should take into account that:

- Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council.
- Your investment is not covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council.
- The projects published on the EVENFI Platform are not a savings product and in no case does EVENFI recommend investing more than 10% of your net worth in crowdfunding projects.
- You may not be able to sell your investment instruments when you want to, and even if you can sell them, you could suffer losses.

Similarly, in the case of financing through share issuance, there is the risk of dilution of ownership, the risk of not receiving dividends, and the risk of being unable to influence the company's management, among others. Likewise, in the case of financing through the issuance of shares or other equity securities, in addition to the risks of dilution, not receiving dividends, or being unable to influence the company's management, among others, there is a risk arising from restrictions on free transferability inherent in their legal framework.

Thus, although EVENFI has a team dedicated to evaluating Projects and the creditworthiness of Promoters, this does not imply the absence of risks that Investors must be aware of before committing any amount. By accepting these Terms and Conditions, the Investor acknowledges having been fully informed by EVENFI that their investments involve assuming the aforementioned risks.

For this reason, we recommend that Investor Users diversify their investments to minimize risk. In the event of any of the aforementioned risks, Investors will not be able to claim reimbursement from the EVENFI Platform for their invested funds.

b) *EVENFI Warning*. As stated in Clause 3 of these Terms and Conditions,EVENFI is not an investment services firm or a credit institution, and is not affiliated with any Investment Guarantee Fund (FOGAIN) or Deposit Guarantee Fund (FGD). Furthermore, EVENFI is not authorized as a hybrid payment institution or an electronic money institution.

c) *Warning about Project Supervision.* The projects published on the EVENFI platform are not subject to authorization or supervision by the Spanish National Securities Market Commission (CNMV) or the Bank of Spain (BdE). Furthermore, the information provided by the Promoter Users to EVENFI has not been reviewed by these entities, nor, in the case of securities issuance, does it constitute a prospectus approved by the Spanish National Securities Market Commission (CNMV).

In case of doubt regarding the risks of a potential investment through the EVENFI Platform, the Investor User must contact EVENFI beforehand in order to resolve or clarify any issues in this regard, prior to formalizing an investment or commitment of amounts to a specific Project.

11.5. Absence of fiduciary relationship and exclusive trust

The Investor User expressly acknowledges and accepts that EVENFI does not act as a fiduciary, asset manager, financial advisor, tax advisor, legal advisor, or representative of the Investor User for the purpose of evaluating the economic or financial suitability of a specific investment, nor does it assume fiduciary duties or duties of special trust with respect to the investment decisions made by the Investor User. Furthermore, the Investor User declares that they do not base, nor will they base, their investment decision exclusively on information published by EVENFI, on inquiries made by EVENFI, or on the possible existence of prior relationships between EVENFI, Originators, Promoters, or third parties, and undertakes to conduct their own independent analysis and, where appropriate, to seek external professional advice before investing.

12. PROMOTER USERS

12.1. Promoter Users must comply with the criteria defined in Regulation (EU) 2020/1503. Furthermore, prior to formally submitting a project application for publication on the EVENFI Platform, Promoter Users must sign the corresponding service agreement with EVENFI. In the event of any conflict between the provisions set forth in the aforementioned documents and these Terms and Conditions, the former shall prevail.

12.2. During the Campaign and at the time of formalizing the contractual documentation supporting the Project, the Promoter User will have access, either through the EVENFI Platform or through the contractual documentation itself or third-party sources, to personal and/or confidential data of Investor Users. For these purposes, the Promoter User declares that it has its own privacy and data protection policy to ensure the proper processing, collection, storage, and use of said information, and assumes responsibility for its processing in accordance with current regulations.

13. PROCESS OF PUBLISHING, INVESTING AND DIVESTING IN PROJECTS

13.1. Project Publication

Prior to their publication on the EVENFI Platform, the Projects are subject to a procedure consisting of three phases: (a) preliminary analysis of the Project; (b) evaluation of the Project; and (c) publication of the Project on the EVENFI Platform.

In this regard, EVENFI will ensure that the Projects, as well as the information about them published on the EVENFI Platform, comply with the requirements set out in Regulation (EU) 2020/1503. Furthermore, as stated in Clause 6 of these Terms and Conditions, any transfer of funds between Investor Users and Promoter Users will be carried out through MANGOPAY, which is duly authorized to perform this activity.

Notwithstanding the foregoing, any inquiries, verifications, or analyses that EVENFI may conduct regarding Promoters or Projects are merely preliminary and limited in nature, and do not constitute in any way an audit, certification, guarantee, or endorsement of the Promoter's economic, financial, asset, or legal standing, nor of the Project's economic or financial viability. Specifically, these actions are solely intended to verify compliance with certain internal admission or publication requirements on the EVENFI Platform, as well as to facilitate the preparation of the information made available to Investor Users in accordance with Regulation (EU) 2020/1503. Consequently, EVENFI does not guarantee the truthfulness, accuracy, completeness, or currency of the information provided by the Promoters, nor does it assume any liability with respect to it.

Investor Users should bear in mind that all investment decisions are made under their sole responsibility, based on their own analysis and assessment of the risks associated with each Project. The publication of a Project on the EVENFI Platform should not be interpreted under any circumstances as an investment recommendation, an assessment of the Promoter's creditworthiness, or a validation of the Project's viability by EVENFI.

Consequently, EVENFI will not be liable to Investor Users for any losses, payment delays or breaches arising from the execution of the funded Projects, except in those cases where the applicable regulations expressly state otherwise or when there is intent or gross negligence on the part of EVENFI.

13.2. Description of the investment process

Once the Project is published on the EVENFI Platform, the Campaign will begin, in which Investor Users may commit to the Offer the amounts of money they deem appropriate, in accordance with the provisions set out in the TUI and the limits of Regulation (EU) 2020/1503.

Investor Users may make their investment commitments through the EVENFI Platform interface. Upon formalizing the investment commitment, the Investor User will be considered to have:

a) It confirms its intention to invest in the Project, in accordance with the information provided on the EVENFI Platform;

b) Confirmation of having read, understood and accepted the terms and conditions of the Project, as well as the risks inherent in investing in it;

c) Authorization to EVENFI to sign the corresponding legal agreements with the Promoter, acting on behalf of the Investor Users who have committed funds to the Project, in accordance with the TUI.

Once the investment commitment has been formalized, EVENFI will proceed, based on the mandate of representation and granting of powers of representation granted by the Investors in its favor under the TUI, to represent them, individually, jointly and/or syndicated, as appropriate, before the Promoter.

For these purposes:

- If the Campaign is not successfully closed within the indicated deadlines, EVENFI will proceed to inform the Promoter and the investors who have committed amounts to said Project, withdrawing from it.

- If the Campaign is successfully closed within the indicated deadlines, EVENFI will proceed to sign the corresponding contractual agreements with the Promoter on behalf of the Investors (in accordance with the mandate of representation and granting of powers of representation included in the TUI to carry out this task) and, once formalized, to confirm said procedure to MANGOPAY for the release of the funds from the Payment Accounts (*wallet*) of each Investor to the Payment Account (*wallet*) of the Promoter, from which the EVENFI fees agreed with the same will be deducted.

Thus, the Campaign will remain accessible on the EVENFI Platform until the first of the following milestones is reached: (i) termination due to the expiration of the planned period; and (ii) termination due to the funding target being reached. During this period, Investors may commit funds until the total (100%) of the funding target is collectively reached.

EVENFI may, at its discretion, increase the duration of the Campaign, provided that in its opinion there are reasons that justify it.

Furthermore, as a Crowdfunding Service Provider subject to the Crowdfunding Regulation, EVENFI reserves the right to suspend and/or cancel the Campaign whenever, in its judgment, there are causes that justify it (including, but not limited to, regulatory reasons, reasons related to the insolvency of the Promoter, reputational issues or circumstances of force majeure).

*13.3. **Description of the divestment process***

The Promoter will pay the Investors through MANGOPAY the amounts of capital and interest corresponding to each Project, in accordance with the pre-established repayment schedule.

The corresponding tax withholdings will be applied to the payment of these amounts, according to the legislation applicable at any given time.

For these purposes, depending on the country of tax residence of the Investor and the Promoter with respect to each specific Project, EVENFI will act in accordance with the applicable tax regulations, reserving the right to delegate totally or partially to a third party the performance of administrative procedures before the corresponding tax authorities (in particular, with respect to the withholdings made to Investors who are tax residents in Italy, EVENFI may delegate the practice and payment of tax withholdings to the entity Pitupay S.p.A. as an accredited entity in accordance with Italian regulations for the performance of this service (Servicio di Sustituto d'Imposta)).

For this purpose, refunds will be processed using a rounding formula to the second decimal place for each amount paid, including both single and installment payments. EVENFI may retain any amounts remaining after this rounding as a maintenance fee for the Platform.

14. DISCLAIMER

Notwithstanding that some of the following limitations of liability have been referred to above, either directly or indirectly, in these Terms and Conditions, for the relevant purposes and without limitation, it should be noted that EVENFI does not assume and cannot assume any liability whatsoever with respect to the following matters:

- Despite continuous monitoring, review, and technical maintenance of the EVENFI Platform, EVENFI cannot guarantee its uninterrupted or completely error-free operation. Therefore, EVENFI cannot be held liable for any damage or loss caused by or resulting from any anomaly, error, or malfunction, as well as programming errors or force majeure events beyond EVENFI's control, such as third-party cyberattacks. Furthermore, EVENFI cannot be held responsible for the quality and speed of access to and navigation of the EVENFI Platform, nor for the technical requirements that the User must meet to access it. In particular, and by way of example only,

EVENFI is expressly exempt from all liability arising from: (i) cyberattacks, intrusions, or unauthorized access to the EVENFI Platform systems perpetrated by third parties, including denial-of-service (DoS/DDoS) attacks, ransomware, phishing, or any other type of cyberattack; (ii) exfiltration, theft, or compromise of User data or credentials caused by such third-party attacks; (iii) loss, destruction, or alteration of User information or data caused by cybersecurity events beyond EVENFI's control; and (iv) fraudulent access to User accounts resulting from the User's own failure to comply with the obligations of custody and confidentiality of their credentials as set forth in these Terms and Conditions. EVENFI will adopt the technical and organizational security measures that are reasonably required in accordance with the state of the art, without this being interpreted as an absolute guarantee of the inviolability of the systems.

- EVENFI shall not be liable for any errors or omissions in the content of the EVENFI Platform, nor for errors, failures, or technical difficulties on the Internet. Except in cases of willful misconduct or gross negligence, EVENFI's total aggregate liability to any User for damages arising from the use of the Platform shall be limited to the total amount of commissions received by EVENFI for the specific Project that gave rise to the claim. In no event shall EVENFI be liable for indirect damages, lost profits, loss of business opportunity, reputational damage, or any other consequential or punitive damages, regardless of whether EVENFI has been advised of their possible occurrence. Furthermore, any action or claim against EVENFI arising from or related to these Terms and Conditions or the use of the EVENFI Platform shall be barred after one (1) year from the date on which the User knew or should have known of the event giving rise to the claim, without prejudice to the mandatory time limits established by applicable law.

- EVENFI is not responsible for power outages, internet service disruptions, telecommunications infrastructure failures, or other issues beyond its control that may cause interruptions in the availability of the EVENFI Platform, regardless of the type of connection used by the User. Furthermore, EVENFI may temporarily restrict the availability of the EVENFI Platform or certain areas or functions thereof, in accordance with the interests of the Users, if necessary due to capacity limitations, security concerns, server integrity issues, maintenance measures, or any other measure aimed at ensuring the proper or improved operation of the Platform.

- The EVENFI Platform may occasionally contain links or hyperlinks to other websites, some of which are not edited, controlled, maintained, or supervised by EVENFI. Therefore, no responsibility can be assumed with respect to them, nor is the quality, reliability, accuracy, correctness, truthfulness, or legality of their content guaranteed, authorized, supervised, or approved simply because it appears on the EVENFI Platform's web interface. The User is responsible at all times for the use of or access to these links and must be aware that the inclusion of a particular link or hyperlink on the EVENFI Platform interface does not imply, nor can it be interpreted as: (a) a recommendation or invitation to follow said link or to use the content of the website linked through it, except for links to entities collaborating with EVENFI that are necessary for the use of the EVENFI Platform's services; nor (b) as an express or tacit investment recommendation, when links or hyperlinks to Promoters of crowdfunding projects published on the EVENFI Platform are included.

- EVENFI is not liable for any damages that may arise from misuse of the EVENFI Platform. In particular, it is the User's responsibility to implement appropriate cybersecurity measures on their equipment to prevent cyberattacks of any kind from third parties.

- Despite its research and verification efforts, EVENFI is not responsible for, nor can it guarantee, that the information provided by Promoter Users is real, truthful, complete, and accurate. Therefore: (a) the publication of a specific Project on the EVENFI Platform does not constitute investment advice or a recommendation under any circumstances; and (b) EVENFI cannot be held responsible for its content. Furthermore, the calculations and calculation tools provided on the EVENFI Platform or through other forms of communication regarding interest rates, solvency levels, or other elements related to Promoters or Projects are provided as a guide and orientation and do not represent any guarantee of said return.

- With regard to the contractual documentation for the Projects, EVENFI will sign it on behalf of the Investor Users solely as their agent and the entity responsible for managing the Platform. Therefore, EVENFI will not assume any obligation arising from its fulfillment or any dispute that may arise between the Promoter and the Investors. Consequently, despite EVENFI's commitment to attempt to mediate in the event of a conflict, it, along with its shareholders, directors, officers, or agents, is exempt from any liability for any claim, demand, responsibility, or damage of any nature that may arise in this regard.

- EVENFI is not responsible for content, documentation, or information downloaded directly by Users of the EVENFI Platform. The Registered User agrees to indemnify and hold harmless EVENFI, as well as its shareholders, directors, officers, employees, and agents, from any claim, demand, damage, loss, cost, or expense (including attorneys' and legal fees) arising from: (i) the User's breach of these Terms and Conditions or any applicable regulations; (ii) investments made by the Investor User through the EVENFI Platform; (iii) content, information, or documents provided by the User to EVENFI or third parties through the EVENFI Platform; or (iv) any act or omission by the User that causes damage to EVENFI or third parties.

For all purposes, the above limitations of liability do not diminish or replace references to limitations or exemptions of liability referred to in other sections of these Terms and Conditions or in the Terms of Use.

15. FORCE MAJEURE

EVENFI will not be liable for failure or delay in the performance of any of its obligations when this is caused by force majeure events or circumstances beyond its reasonable control, including, but not limited to, power outages, interruptions in telecommunications networks, cloud service outages, massive cyberattacks, strikes, riots, acts of authority, regulatory changes, armed conflicts, epidemics, pandemics, natural disasters, blockages by payment providers or critical infrastructure, or actions by third parties essential to the operation of the Platform.

In the event of a force majeure event, EVENFI may suspend the provision of services in whole or in part, extend deadlines, adopt extraordinary measures for operational continuity or temporarily modify the operation of the Platform, without this generating a right to compensation in favor of the Users, all without prejudice to the mandatory obligations that may be applicable.

16. OPERATIONAL CONTINUITY PLAN AND APPOINTMENT OF THIRD-PARTY MANAGER

EVENFI has operational continuity measures in place and may, in the event of cessation, substantial reduction of activity, corporate reorganization, business transfer, serious operational contingency, or supervening impossibility of continuing to provide services, adopt the measures necessary to ensure the orderly management of ongoing Projects and the adequate protection of Investor Users, in accordance with Regulation (EU) 2020/1503 and applicable regulations. Among these measures, EVENFI may appoint or propose the appointment of a duly qualified or authorized third party to assume, in whole or in part, functions of administration, monitoring, servicing, run-off, document custody, debt collection management, or communication with Users, as well as carry out the migration of data, documentation, contracts, or technical functionalities to another infrastructure or platform.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY

17.1. EVENFI owns all intellectual and industrial property rights related to the EVENFI Platform, including, but not limited to, trademarks, images, texts, videos, sound files, designs, indexes, forms, information, articles, references, data, logos, icons, etc. Mere use, access, and browsing of the EVENFI Platform by Users does not grant them any ownership or exploitation rights of any kind over its content.

17.2. The User undertakes to: (a) by himself or through third parties, refrain from copying, reproducing, transforming, assigning, transmitting, publishing, disclosing and/or distributing in whole or in part the content of the EVENFI Platform for commercial, advertising, profit-making purposes, direct or indirect, or any purpose other than that provided for in these Terms and Conditions; and (b) refrain from transmitting, depositing or downloading content of any kind from the EVENFI Platform except those specifically enabled for that purpose in the interface thereof.

18. MODIFICATION, SUSPENSION OR WITHDRAWAL OF FUNCTIONALITIES

EVENFI may modify, suspend, restrict or withdraw in whole or in part any functionalities, tools, areas, technological integrations, specific portals, auxiliary services or access channels to the EVENFI Platform, whether for regulatory, operational, technical, security, commercial or business efficiency reasons.

Unless a longer notice period is required by applicable regulations, EVENFI will endeavor to communicate these modifications with reasonable advance notice when they substantially affect the

ordinary operation of the Users, without the adaptation, evolution or withdrawal of ancillary functionalities generating any right to compensation in their favor.

19. CONSENT TO THE USE OF ELECTRONIC MEDIA

The User expressly acknowledges and accepts that their relationship with EVENFI will be conducted primarily through electronic means, including registration, acceptance of contractual documents, exchange of information, receipt of notifications, issuance of instructions, and, where applicable, the signing of contractual documentation related to Projects. For these purposes, the User accepts that electronic records, logs, timestamps, authentication mechanisms, digital evidence, and other evidentiary systems used by EVENFI will have sufficient probative value, unless proven otherwise, to establish the content and date of communications, acceptances, and instructions sent through the EVENFI Platform.

20. COMMUNICATION AND CUSTOMER SERVICE

20.1. Users may contact EVENFI via email at the following address support@evenfi.com or through the internal communications form available on the EVENFI Platform. Alternatively, EVENFI may provide a contact telephone number or internal chat for assistance, although its functionality may be restricted according to time constraints and/or resource availability.

20.2. EVENFI may contact Users using the contact information they provided during registration. For this purpose, any notification sent by EVENFI to the email address provided by the User during the registration process will be considered valid and effective. Registered Users agree to receive communications from EVENFI, including those related to their investments in Projects, new Projects that are published, and other commercial communications.

20.3. Communications between Promoter and User must be carried out through the means and channels of communication provided for this purpose on the EVENFI Platform.

21. MODIFICATION OF THESE CGU

21.1. EVENFI reserves the right to modify these Terms and Conditions, as well as the other information specified in Clause 2, at any time, at its sole discretion and to the extent it deems appropriate. Notwithstanding the foregoing, if these Terms and Conditions are modified, Users will be notified by: (a) posting the updated Terms and Conditions available on the website; and (b) in the case of a significant modification, by email notification five (5) days prior to the effective date of the change. Notwithstanding the foregoing, EVENFI Platform Users should periodically access the information and documentation specified in Clause 2 of these Terms and Conditions to stay informed of any subsequent versions that may be modified, updated, or revised.

21.2. If the User does not agree with the modifications made to the Terms and Conditions, they must unsubscribe from the EVENFI Platform. Otherwise, continued access, use, or utilization of the Platform after the new version of the Terms and Conditions comes into effect will be considered tacit and unreserved acceptance of all the modifications made.

22. ACCOUNT CLOSURE

22.1. Any registered user may cancel their EVENFI Platform account at any time, provided they are not affiliated with any of the ongoing or funded projects. To do so, they must contact EVENFI's Customer Service Department to determine the specific procedure for closing their registered user account on the EVENFI Platform.

22.2. EVENFI reserves the right to cancel the EVENFI Platform account of any Registered User and/or group of Registered Users, provided there are justifiable reasons, in accordance with criteria of rationality and best practices, including but not limited to: (i) breach of these Terms and Conditions or (ii) inappropriate use of the EVENFI Platform. In any case, the cancellation of a Registered User's account will not imply the termination of contracts already signed with other Registered Users regarding ongoing Projects.

22.3. The Registered User declares that they know, understand and accept that their relationship with the EVENFI Platform is linked to their relationship with MANGOPAY, as indicated in Clause 8 above, so that in the event of termination of their relationship with MANGOPAY for any reason, or the cancellation of their Payment Account (*wallet*), EVENFI shall take the appropriate measures to deregister said Registered User in the most convenient, practical or reasonable way in case he is linked to Projects already funded.

23. DURATION AND VALIDITY OF THE CLAUSES

23.1. These General Terms and Conditions have an indefinite duration, unless they are modified, in whole or in part, under the terms indicated in Clause 17 above.

23.2. In the event of the definitive cessation of EVENFI's activity or the operation of the EVENFI Platform, the contractual relationship between EVENFI and the User will automatically terminate. Notwithstanding the foregoing, the content of the contracts maintained between Promoters and Investors will remain in full force and effect.

23.3. In the event that any of the clauses of these General Terms and Conditions are declared wholly or partially null and void or voidable, such nullity or voidability shall not extend to the remaining clauses, which shall remain in full force and effect.

24. MISCELLANY

24.1. EVENFI reserves the right to subcontract all or part of the obligations assumed in these Terms and Conditions to third parties without the prior consent of the User, provided that this is in accordance with applicable regulatory regulations.

24.2. EVENFI reserves the right to assign all or part of its contractual position in these Terms and Conditions to third parties without the prior consent of the User, provided that this is in accordance with applicable regulatory regulations.

25. CONFIDENTIALITY

25.1. All information about EVENFI or other Users (Promoters and Investors), regardless of its format, to which Users have access through the EVENFI Platform, regarding which its confidentiality is expressly indicated or which does not have a manifestly public nature, must be treated as strictly confidential, so that it may not be revealed, disclosed, or communicated to third parties or publicly, in whole or in part, without the prior written consent of EVENFI.

25.2. The information obtained by Users through the EVENFI Platform may only be used for the User's own purposes, and may not be used for other purposes, such as competing directly or indirectly with EVENFI or the Promoter.

26. APPLICABLE LAW AND JURISDICTION

The relationship between EVENFI and the Users will be governed solely and exclusively by Spanish law, and any dispute or disagreement between them must be submitted to the jurisdiction of the Courts of Barcelona.

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(*Last Updated: 24.06.2026*)