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**Applicable as of:** 18.08.2023

**Campaign Name:** max 5% Cashback Campaign (July, 2023)

## LENDERMARKET LIMITED'S CASHBACK CAMPAIGN TERMS AND CONDITIONS

### 1. INTRODUCTION

Lendermarket offers the opportunity to earn rewards by depositing and investing at Lendermarket. By participating in this cashback campaign, Users agree to these terms as outlined herein, and are consistent with any other terms Lendermarket applies. The terms used herein shall have the same meaning as described in the Rules of the Platform unless the context otherwise requires or is indicated differently in the present Terms.

### 2. PERIODS OF THE CAMPAIGN

- 2.1. **("Campaign Period")** from the 14th of July, 2023, at 00:01 GMT+1, the 18th of January, 2024, at 23:59 GMT+1 (both inclusive).
- 2.2. ("Investing Period") from the 14th of July, 2023, at 00:01 GMT+1, the 4th of September, 2023, at 23:59 GMT+1 (both inclusive).
- 2.3. **("No Withdrawal Period for 2,5% bonus")** from the 14th of July, 2023, at 00:01 GMT+1 the 18th of November, 2023, at 23:59 GMT+1 (both inclusive).
- 2.4. **("No Withdrawal Period for 5% bonus")** from the 14th of July, 2023, at 00:01 GMT+1 the 18th of January, 2024, at 23:59 GMT+1 (both inclusive).
- 2.5. ("Bonus Pay Day") is on the 26th of January, 2024.

### 3. ELIGIBILITY CRITERIA

- 3.1. The user is entitled to the Cashback Bonus if all the following conditions are satisfied:
- 3.1.1. The User has invested into any of our <u>Listed Loan(s)</u> on Lendermarket during the Investing Period ("Participations"). Investments can be made via newly deposited funds or the pre-existing Available Balance.
- 3.1.2. The minimum euro amount of Participations acquired by the User during the investing period shall be € 1000 (one thousand euro) in total. Participations can be made up of single or multiple investments.
- 3.1.3. There is no limit to the Cashback Bonus amount.
- 3.1.4. The user has not withdrawn any funds from their investor account during the "No Withdrawal Period for 2.5%" or "No Withdrawal Period for 5%".
- 3.2. By entering this Campaign, the User agrees to accept and to be legally bound by these Terms and Conditions.
- 3.3. Users can only be eligible for one bonus, either 2.5% based on participation under criteria in Section 2.3 or 5% based on participation under criteria outlined in Section 2.4.

# 4. CALCULATION OF CASHBACK BONUS

- 4.1. The cashback bonus is calculated automatically for each User who meets the eligibility criteria as defined in Section 3.
- 4.2. Taking into account Section 3, the Cashback bonus is calculated based on the newly invested principal amount(s).

#### **Example 1: 5% Cashback Bonus**

For example, the cashback bonus calculation of an eligible Participation would be as follows: User invests 5000€ on the 20th of July and makes no withdrawals during the "No Withdrawal



Period for 5% bonus": Principal Invested 5000€ (five thousand euro) x 5% (five percent) =  $250 \in \text{(two hundred and fifty euro)}$  cashback bonus.

## **Example 2: 2.5% Cashback Bonus**

For example, the cashback bonus calculation of an eligible Participation would be as follows: User invests 5000€ on the 20th of July and makes no withdrawals during the "No Withdrawal Period for 2.5% bonus": Principal Invested 5000€ (five thousand euro) x 2.5% (two point five percent) = 125 € (one hundred and twenty five euro) cashback bonus.

- 4.3 Deposits on Lender Account are not included within the calculation, i.e. the basis for cashback bonus is calculated only based on acquired Participations.
- 4.4 The User will receive the cashback bonus if all conditions set in these Terms have been fulfilled.
- 4.5 The campaign bonus is paid by the Lendermarket and Creditstar based on the calculation provided by Lendermarket which acts as an intermediary and remunerates the User on behalf of the Loan Originator by depositing electronic funds equivalent to the Cashback into the Lender Account of the User.
- 4.6 The cashback bonus is paid to Users on the 26th of January, 2024. These terms do not alter or anyway limit the use or terms of referral campaigns and affiliate bonus programs.

## 5. TAXATION

5.1. The eligible User shall be fully responsible for the calculation and payment of all taxes arising from the cashback bonus obtained as a result of their participation in the cashback campaign. All Bonuses will be paid without any deduction or withholding for or on account of any Tax unless required by law.

## 6. TERMINATION AND UPDATES TO TERMS AND CONDITIONS

- 6.1. Lendermarket reserves the right to suspend or terminate Lender Accounts or deny any cashback bonus if we notice any activity that we believe is abusive, fraudulent, or does not comply with any of these Terms or any other agreements that apply to Users.
- 6.2. Lendermarket may suspend or terminate the cashback campaign or a User's ability to participate in it at any time for any reason.
- 6.3. Lendermarket may, in our sole and absolute discretion, amend these Terms or terminate the cashback campaign unilaterally.
- 6.4. If Lendermarket, at its sole discretion, believes that the eligible User has created an account for the primary purpose of collecting the cashback bonus, and not using the services of Lendermarket, the User will be disqualified from this cashback campaign and will not be eligible for its rewards.
- 6.5. Lendermarket may review the payment information of the eligible User if it will suspect a breach of these terms.

#### 7. MISCELLANEOUS

7.1. Any dispute or claim arising out of these terms, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by these terms and by the Rules of the Platform that have been published on the Platform at the moment when participating in this cashback campaign.

If you have any questions about how to enter or in connection with the cashback campaign, please send an email to <a href="mailto:support@lendermarket.com">support@lendermarket.com</a>.