

Scramble OÜ

Affiliate Program

Terms and Conditions

Effective as of 01/06/2024

## 1. Definitions

Definitions of the terms used within this Program are the same as those in Scramble General Terms of Using the Platform unless otherwise provided as follows:

|                                      |   |
|--------------------------------------|---|
| <b>Affiliate</b>                     | a User of the Scramble Platform who introduces another person to become a User under the Program by sending a referral link (the "URL") provided to the Affiliate                     |
| <b>Bonus</b>                         | a non-cash reward provided to the Affiliate upon fulfilment of all applicable conditions  |
| <b>Scramble Platform or Platform</b> | scrambleup.com, operated by Scramble OÜ   |
| <b>Program</b>                       | this Scramble Affiliate Program   |
| <b>Referred Person</b>               | an individual who registers as a User of the Platform for the first time using the URL sent by the Affiliate under the Program  |
| <b>Registration Date</b>             | The date on which the Referred Person registers as a User of the Platform using the unique URL received from the Affiliate, with registration via the URL being trackable by Scramble |
| <b>Support</b>                       | Scramble's support contact e-mail: ask@scrambleup.com.  |
| <b>URL</b>                           | a unique link generated for the Affiliate by Scramble for participation in the Program  |
| <b>User</b>                          | a registered user of the Platform   |

## 2. Description of the Program

2.1. The Scramble Affiliate Program allows eligible partners, who are users of the Scramble Platform, to earn a Bonus by sharing a URL that attracts new users to the Platform, who subsequently commence investing within the specified time frame as stipulated by this Program.

2.2. Affiliates who participate in the Program shall be entitled to receive a Bonus for each new User - Referred Person - who registers through a shared URL and commences investing within the June fundraising round.

2.3. The Bonus is set at 5% of the value of investments made by the Referred Person on the Platform within the time frame of the Program validity specified in section 4. For the avoidance of doubt, the Affiliate will be eligible for the Bonus once the Referred Person makes their investment in the group loans on the Platform during the period, regardless of the amount of such investment.

2.4. The Bonus allocated to the Affiliate's account by Scramble cannot be withdrawn by the Affiliate from its account after the allocation. To be able to withdraw the amount of accrued Bonus(es) the Affiliate is obliged to invest the Bonus to any of the loan groups within the next fundraising rounds on the Platform. Once the Bonus is invested in group loans, the Affiliate becomes eligible for the interest return from the Bonus according to the terms of a chosen loan group. The interest return from the Bonus is accumulated with the

return from Affiliate's own money on Affiliate's user account and can be withdrawn to the Affiliate's user account.

### 3. Program eligibility

3.1. Only registered users of the Platform can join this Program.

3.2. The User will not be considered an Affiliate or Referred Person and will not receive the Bonus under these Program if:

3.2.1. The Affiliate or Referred Person has breached these Terms or any other applicable terms and conditions of Scramble.

3.2.2. The Referred Person has not registered as a User of the Platform through the URL, or Scramble is unable to track the registration.

3.2.3. The Referred Person is already a User of the Platform or has previously participated in the Program.

3.2.4. The Affiliate or Referred Person is not eligible to become a User of the Platform under any applicable terms and conditions of Scramble.

3.2.5. The Affiliate or Referred Person has misused or exploited the Program (e.g., created multiple or fake user accounts or participated using multiple or fake email addresses or identities).

3.2.6. The Affiliate or Referred Person engages in fraudulent activities (e.g., illegal use of Scramble's trademark, intellectual property violations, or other illegal activities).

3.2.. By participating in the Program, the Investor states to agree to the terms and conditions of this Program.

### 4. Program validity

4.1. This Program becomes effective from 01.06.2024 until 16.06.2024. Scramble shall have the right to unilaterally amend and/or terminate this Program partially or in full at any time.

4.2. Scramble shall notify users of changes to these Terms through Scramble's website no later than 3 days before the changes come into effect. The changes shall come into effect as of the publishing of the new Program on Scramble's website.

4.3. The Affiliate can only participate in the Program during its duration period and only in the manner described in Terms of this Program. If the Affiliate submits their entry late, early, in a way other than the prescribed manner, or otherwise incomplete, they shall be excluded from participation without further notice.

4.4. Joining the Program shall be free of charge and shall not bring about any permanent obligations.

4.5. In the event of misuse, fraud, manipulation, circumvention or a breach of the terms and conditions of this Program by a User, Scramble is entitled to exclude such User from this Program on the basis of suspicion.

4.6. Legal relationships arising from participating in this Program are governed by these Terms, by the Scramble General Terms of Using the Platform published on the Platform and the Scramble Privacy Policy.

## 5. Calculation

- 5.1. The Bonus is accrued to the Affiliate's user account when the Referred Person makes their first investment to any of the loan groups (Group A and Group B) on the Platform in accordance with section 2.
- 5.2. The Affiliate will be eligible for the Bonus when the Referred Person invests in the group loans during the current fundraising round on the Platform.
- 5.3. Scramble shall accrue the Bonus to the Affiliate from all investments made by the Referred Person(s) within 3 (three) business days after the end of the respective fundraising round.
- 5.4. The Bonus allocation shall be based on the calculation processed by Scramble. The calculation of the Bonus is processed by the Platform after the end of the fundraising round.
- 5.5. Value-added tax (VAT) shall be added to the Bonus if the Affiliate, being a legal person, is liable for VAT. Scramble reserves the right to withhold VAT in accordance with Estonian tax rates effective on the date of transferring the Bonus to the Affiliate's user account on the Platform, contingent upon the Affiliate's tax residence status at the time of registration.
- 5.6. The Affiliate and the Referred Person will be responsible for any tax reporting and/or payment obligations applicable in respect to any rewards/bonuses received under this Affiliate Programme.
- 5.7. All Bonus under these Terms are subject to verification by Scramble at its sole discretion. Scramble may withhold an Bonus if the Affiliate's activity is deemed fraudulent, suspicious, or otherwise in violation of these Terms.
- 5.8. Scramble has a right to modify or amend at any time the methods through which the Bonus is received.
- 5.9. Scramble reserves the right to reclaim the Bonus after it has been credited to the Affiliate's user account on the Platform if it is determined that the Affiliate has misused or exploited the Programme. Scramble may offset the reclaimed amount against the funds available in the respective Affiliate's user account on the Platform. If the reclaimed amount exceeds the available funds in the Affiliate's user account, Scramble reserves the right to seek additional repayment equivalent to the remaining balance, including any other accrued bonuses credited to the Affiliate's account.

## 6. Processing of Personal Data

- 6.1 Scramble shall use the personal data of the User that have become known to them (incl. name, telephone number, address, e-mail address, IP address, bank details, etc.) only in connection with the transactions carried out between Scramble and the User and only in accordance with the Scramble Privacy Policy, which applies to the relationship between Scramble and the User in the context of the Program.
- 6.2 Scramble shall have the right to use the personal data of the User for conducting market research to be carried out for the purpose of improving the quality of services offered by Scramble or for submitting offers or sending other information to the User. The Investor can withdraw their consent given to the data processing for direct marketing purposes by sending an e-mail to Scramble ask@scrambleup.com.
- 6.3 Scramble confirms that all the personal data of the User that has become known to Scramble shall be treated as confidential information and be stored in a secure server.

## 7. Resolution of Disputes

- 7.1 Disputes between Scramble and the User shall be first attempted to be resolved by way of negotiations.
- 7.2 After failing to reach an agreement, the parties shall have recourse to the court.
- 7.3 In the event of having recourse to the court, the parties have agreed that the jurisdiction shall be the Harju County Court.

## 8. Final Provisions

- 8.1 Legislative or regulatory provisions applicable in the Republic of Estonia shall be applied to this Program and any contractual relationships between Scramble and the User.
- 8.2 Anybody with questions, complaints or comments may turn to Scramble Support at the e-mail address [ask@scrambleup.com](mailto:ask@scrambleup.com).
- 8.3 This Program shall come into effect as of publishing thereof on Scramble's website.