

Scramble OÜ

“5 Euro Bonus for 100 Euro new investment”

Terms and Conditions

Effective as of 01/06/2024

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## 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:

- **Bonus** – means a monetary payment to the Investor’s Bonus account in the amount of 5 EUR if all conditions of this Program applicable for the Investor are fulfilled;
- **Bonus account** – a Scramble bonus subaccount temporarily created within the Investor’s virtual account on the Platform for the only purpose of providing the information on the amount of Scramble bonus(es) allocated under this Program to those Investors who have fulfilled the Terms of this Program.
- **Investor** – a registered investor user of the Platform.
- **Platform** – means Scrambleup.com, operated by Scramble OÜ;
- **Program** – means this Scramble “5 Euro Bonus for 100 Euro investment” Program;
- **Scramble** – means Scramble OÜ, registry code 14991448, address Pärnu mnt 22, 10141 Kesklinna linnaosa, Tallinn, Harju maakond;
- **Support** – means a Scramble’s investor support contact e-mail ask@scrambleup.com;
- **Terms** – means these terms and conditions of the Program;

## 2. Program eligibility

2.1 Scramble “5 Euro Bonus for 100 Euro investment” Program is a program through which every registered user of Scramble Platform can earn a 5 EUR bonus for every 100 EUR of their first investment made during the fundraising round (i.e. investment has to be made before the fundraising round is ended). To be eligible for the bonus, the initial investment must come from personal funds and not from any prior bonus amounts. The bonus is calculated based on the first investment made by the user during the fundraising round.

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

2.3 In order to join the Program, the Investor shall have to invest at least 100 EUR to one of the loan groups - Group A - during the fundraising round either in one investment or several investments. For avoidance of doubts, the Investor can invest the minimum 100 EUR investment either in the whole amount to the Group A, or in several investments.

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

## 3. Program validity

3.1 This Program becomes effective as of 01.06.2024 and remains active until 16.06.2024. Scramble shall have the right to unilaterally amend and/or terminate this Program partially or in full at any time.

3.2 Scramble shall notify the Investor of changes to these Terms via e-mail or through Scramble’s website no later than 5 days before the changes come into effect. The changes shall come into effect as of the publishing of the new Terms on Scramble’s website.

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

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

- 3.5 In the event of misuse, fraud, manipulation, circumvention or a breach of the terms and conditions of this Program by an Investor, Scramble is entitled to exclude such Investor from this Program on the basis of suspicion.
- 3.6 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.

#### **4. Bonus calculation**

- 4.1 The Bonus is accrued to the Investor's Bonus account when the Investor makes their first investment in the amount of the minimum 100 EUR to one loan group - Group A - on the Platform in accordance with section 2.
- 4.2 To be eligible for receiving the interest return from the Bonus, the Investor shall invest the Bonus within the next fundraising rounds taking place on the Platform in the Group A loan within 90 calendar days from the date of Bonus allocation to the Investor's Bonus account. For avoidance of doubt, if the Bonus amount is not invested in the Group A loans within 90 days after it was received to the Bonus account, the Bonus becomes inactive on the 91st day and will be withdrawn from the Investor's Bonus account by Scramble.
- 4.3 Scramble shall accrue the Investor the Bonus from all investments to the Investor's Bonus account within 3 (three) business days after the end of the respective fundraising round.
- 4.4 The Bonus allocation shall be based on the calculation processed by the Platform.
- 4.5 All bonuses under these Terms are subject to verification by Scramble at its sole discretion. Scramble may withhold a Bonus if the Investor's activity is deemed fraudulent, suspicious, or otherwise in violation of these Terms.
- 4.6 Scramble has a right to modify or amend at any time the methods through which the Bonus is received.
- 4.7 Scramble reserves the right to claim back the Bonus after such bonus has been credited to Investor's Bonus account on the Platform if Scramble deems that the Investor has misused or exploited the Program. Scramble has the right to offset the amount of paid bonus(es) with the money available on the respective Investor's Bonus account on the Platform. If Scramble's claim is higher than the amount that can be offset on the respective Investor's Bonus account on the Platform, Scramble has the right to an additional repayment claim in the amount other accrued bonus(es) paid to the respective Investor's Bonus account on the Platform, in addition to the already offset amount.

#### **5. Bonus withdrawal**

- 5.1 The Bonus allocated to the Investor's Bonus account by Scramble cannot be withdrawn by the Investor from its account after the allocation.
- 5.2 To be able to withdraw the amount of accrued Bonus(es) the Investor is obliged to invest the Bonus to the Group A loans within the next fundraising rounds on the Platform. Once the Bonus is invested in Group A loans, the Investor 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 Investor's own money on Investor's virtual account and can be withdrawn to the Investor's current account.

#### **6. Processing of Personal Data**

- 6.1 Scramble shall use the personal data of the Investor 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 Investor and only in accordance with the Scramble Privacy Policy, which applies to the relationship between Scramble and the Investor in the context of the Program.

- 6.2 Scramble shall have the right to use the personal data of the Affiliate 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 Investor. The Investor can withdraw their consent given to the data processing for direct marketing purposes by clicking the unsubscribe button at the end of any email sent by Scramble.
- 6.3 Scramble confirms that all the personal data of the Investor 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 Investors 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 these Terms, the Program and any contractual relationships between Scramble and the Affiliate.
- 8.2 The invalidity of any single provision of these Terms due to its non-conformity with legislation shall not affect the validity, legality, or enforceability of the remaining provisions of the Program. Should such a provision become evident, the parties shall use their best endeavours to replace such provision for a new provision that would be in conformity to legislation and that would be as close as possible to the original provision as to its contents, within a reasonable period of time.
- 8.3 These Terms constitute the entire understanding and the contract between the parties with respect to the subject matters covered and supersedes all prior negotiations, understandings, and agreements, whether written or oral, related to the subject matters covered.
- 8.4 Anybody with questions, complaints or comments may turn to Scramble Support at the e-mail address [ask@scrambleup.com](mailto:ask@scrambleup.com).
- 8.5 These Terms shall come into effect as of publishing thereof on Scramble's website.