

Scramble OÜ

“2% Bonus in December”

Terms and Conditions

Effective as of 1/12/2023

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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** – refers to a reward credited to the Investor’s Bonus account, amounting to 2% of the Investor’s available funds deposited on the Scramble platform, subject to the fulfillment of all conditions outlined in this Program applicable to the Investor.
- **Bonus account** – a Scramble bonus sub account 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 “Retention Bonus” Program;
- **Scramble** – means Scramble OÜ, registry code 14991448, address Pärnu mnt 22, 10141 Kesklinna linnaosa, Tallinn, Harju maakond;
- **Scramble Account** - an individual virtual account for the user for performing transactions via the Platform and for keeping track of financial obligations and claims;
- **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 offers the Program wherein the Investor becomes eligible to receive a 2% Bonus based on their available funds deposited on the Scramble platform, subject to the conditions outlined in the Program.

2.2 Every Investor who has deposited or retained funds on their Scramble Account between December 1, 2023, and December 31, 2023, and subsequently invested all or a portion of that amount in the fundraising round in January 2024, is entitled to receive a 2% Bonus on the invested amount, in addition to the standard return provided by the respective Loan Group (Group A or B).

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

2.4. This Program operates independently and does not impact the terms or conditions of other active bonus programs offered by Scramble.

## 3. Program validity

3.1 This Program becomes effective as of 1.12.2023 and remains active till 31.12.2023. 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 7 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 Bonuses will be credited to the Investor's Scramble Bonus account after the completion of the January 2024 fundraising round.
- 4.2 Scramble shall accrue the Bonus from the invested amount to the Investor's Bonus account the next business day after the day when the January 2024 fundraising round ended.
- 4.3 The Bonus remains effective during 90 days from the day of Bonus allocation. To be eligible for receiving the interest return from the Bonus, the Investor shall invest the Bonus during the next fundraising round(s) on the Platform. In case the Investor did not invest the Bonus in any fundraising rounds during 90 days from the Bonus allocation day, the Bonus becomes inactive.
- 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 any of the loan groups during the next fundraising rounds on the Platform. Once the Bonus is invested in Group A or Group B 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 e-mail 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.