

Terms and Conditions

The following terms and conditions (these “**Terms of Use**” or “**Terms**”), is a binding legal agreement between you and SIA “Welfio” that govern your access to and use of our website, including any content, functionality and services offered on or through <https://welfio.com>(the “**Site**”), which are operated by or otherwise made available by Welfio. When used in these Terms, “**Welfio**” or “**we**” or “**us**” or “**our**”, always refers to Welfio legal entity: SIA “Welfio”, registration No. 40203368763.

Please read the Terms carefully before using our Service. This is an agreement between you and Welfio. By accessing or using the Service, you acknowledge that you have read, understood and agreed to these Terms. Our Privacy Policy (the “**Privacy Policy**”), explains our collection, use, transmission and disclosure of your personal information provided by or collected from you. By agreeing to be bound by these Terms, you are also agreeing that you have read and understood the collection, use, transmission and disclosure of your personal information or data as described in the Privacy Policy (and as amended from time to time). You should review the Privacy Policy before using the Service.

If you do not agree to these Terms, you may not access or use the Service. We may update and modify the Terms from time to time. Your continued use of the Service means that you have accepted those modifications.

Account Registration

To access our services, you will need to validly register for an account and to become a member with a valid email address. By becoming a member, you represent and warrant that you are over the age of eighteen (18 and are capable of entering into legally binding agreements in the relevant jurisdiction. You also represent and warrant that you will comply with any and all applicable laws.

Use of our Service

You understand that by accessing the Site, and in becoming a member, you receive the ability to use the Site to receive information on various Loan Marketplaces and their investment opportunities. While we may provide information that may be helpful in assisting you to evaluate potential Loan Marketplaces and Loan Originators their status in the investment community, Welfio does not endorse any Loan Marketplace, Loan Originator, or any loan investment.

Any attempt to perform any prohibited acts, or to otherwise undermine the operation of the site, may be a violation of criminal and civil law. Should such an attempt be made, we reserve the right, in addition to our other remedies, to seek damages (including without limitation attorneys’ fees) from any such individual or entity to the fullest extent permitted by law.

Restrictions on Usage

You agree to use the Site for legitimate purposes expressly permitted by this Site. You shall not broadcast or share through the Site any content that disregards or breaches the rights of others, or which is aggressive, offensive, abusive, derogatory, injurious, libelous, invasive of privacy or publicity rights, indecent, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, or which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Membership

1. Your Welfio membership will continue until terminated. To use the Welfio service you must have Internet access, a ready device, and you must deliver a payment according to your Subscription Plan with a Payment Method. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

Billing and Cancellation

1. **Billing Cycle.** The membership fee for the Welfio service will be charged to your Payment Method on the specific billing date indicated on your "Profile" page. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service.

2. **Payment Methods.** To use the Welfio service you must provide Payment Method. You authorize us to charge any Payment Method associated with your account. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

3. **Updating your Payment Methods.** You can update your Payment Methods during the checkout process. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

4. **Cancellation.** You can cancel your Welfio membership at any time and you will continue to have access to the Welfio service through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods or unwatched Welfio content. To cancel, go to the "Profile" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your subscription plan will end go to the "Profile" page.

5. **Changes to the Price and Subscription Plans.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

6. Promotional Trials. We sometimes offer eligible customers various trial or other promotional memberships, which are subject to this Agreement. The eligible person shall enter the promotion code into the particular field. We reserve the right, at our sole discretion, to determine your eligibility. Trial members may at any time (through Your Account) choose not to continue to a paid membership at the end of the trial period. When the promotional trial ends and the eligible person hasn't cancelled the subscription, the person shall continue to subscribe to the Welfio service on the paid membership.

Website Content

We reserve all rights, in our sole discretion to remove, suspend, disable access to or otherwise to restrict access to the Site or to User Content that we consider to be a violation of these Terms, Welfio policies and procedures, we consider harmful to the Site, to Welfio or to any other Member or third party or which we consider to be otherwise objectionable or for any other reason.

Intellectual Property

The Site and Service contain intellectual property owned by Welfio, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the www.welfio.com domain name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof. The entire Content of our Site is protected by intellectual property law, including international copyright and trademark laws. You are prohibited from modifying, publishing, transmitting, participating in the transfer or sale of, creating derivative works from, distributing, displaying, reproducing or performing, or in any way exploiting in any format whatsoever any of the Site or Service Content or intellectual property, in whole or in part without our prior written consent, including any and all text, graphics, code, software, video, audio, or other Content. We reserve the right to immediately remove you from the Service, without refund, or restrict you from access to the Site, if you are caught violating this intellectual property policy.

Third Party Websites

The Services may contain links to other websites. The Services also may utilize third party Services, advertisements, offers and payment systems. Welfio is not responsible for these third-party products, Services or their contents. The inclusion of such a link does not imply endorsement of the Services or its contents or any association with its operators. Welfio is not responsible for the accuracy, copyright compliance, legality, decency, or appropriateness of the content, nor the advertising, products, or other materials on such sites. Under no circumstances shall Welfio be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods or Services available from third parties. Any concerns regarding any third-party website should be directed to its respective site administrator.

Disclaimers of Warranties

The information on our site is provided on an “as is”, “as available” basis. You agree that your use of our site is at your sole risk. Information on our site should not necessarily be relied upon. We do not guarantee the accuracy or completeness of any of the information provided and are not responsible for any loss resulting from your reliance on such information. Under no circumstances will Welfio be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to the site or service, your site use, or the site content, even if advised of the possibility of such damages.

Additionally, Welfio is not liable for damages in connection with (a) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (b) loss of revenue, anticipated profits, business, savings, goodwill or data; and (c) third party theft of, destruction, of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. This applies even if Welfio was advised of the possibility or could have foreseen the damages.

You agree that by using any products or services, you do so entirely at your own risk and responsibility. you agree that you are voluntarily using the services.

You expressly agree to release and discharge all indemnified parties (as defined below) from any and all claims or causes of action and you agree to voluntarily give up and irrevocably waive and release any right that you may otherwise have to bring a legal action against any indemnified party for personal injury.

Welfio Site may contain affiliate links to various investment platforms. Upon your sign up to a particular platform via the link provided, Welfio might receive a commission. Importantly, the commissions paid to Welfio do not come at any cost to you! On the contrary, in many cases, if you sign up to a platform via Welfio link, you can receive a bonus that will support your investments and ensure better returns. Please note that the commissions offered and paid to Welfio by investment platforms, in no way affect or bias our assessment of the investment opportunities offered by the particular platforms. The commissions are simply a tool that allows Welfio to develop the product further and bring you new and useful features, allowing you to make more informed investments.

Indemnification

You hereby agree to indemnify, defend, and hold us, and our licensors, licensees, successors, distributors, agents, representatives and other authorized users, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns (the “**Indemnified Parties**”), harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the Indemnified Parties arising out of, in connection with or related to any breach or alleged breach by you of these Terms of Use. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of the settlement and

disposition of any claim that is subject to indemnification by you.

Limitations of Liability

Under no circumstances (including negligence) shall we be liable to you or anyone else for any direct, indirect, incidental, special or consequential damages (including lost profits), personal injury of any kind or nature whatsoever that arise out of or result from: (a) the use of, or any inability to use the website or any content or functions thereof; or (b) any act or omission, online or offline, of any user of the website or anyone else, even if we have been advised of the possibility of such damages. In no event shall our total liability to you for all loss, cost, damage, liability or expense (including attorneys' fees and costs) that you may suffer or incur, under any theory of liability, in contract, tort (including, but not limited to, negligence) or otherwise, exceed the amount paid by you.

Under no circumstances shall we or any of the indemnified parties be liable for any delay or failure in performance resulting, directly or indirectly, from any event of force majeure or other cause beyond our or their control including, without limitation, acts of god, war, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties. Neither we nor any other indemnified party is responsible or liable for: (a) any incompatibility between the website and any site, service, software or hardware; or (b) any delay or failure you may experience with any transmission or transaction related to the website.

The limitations, exclusions and disclaimers herein and elsewhere in these terms of use apply to the maximum extent permitted by applicable law.

User Submissions

As the Site develops, users may be asked to provide comment or other communication on the Site. Any user submissions will be considered non-confidential and non-proprietary, and Welfio will be free to copy, disclose and otherwise use for non-commercial or commercial uses any communication submitted by users. Users are prohibited from posting or transmitting to or from this Site any unlawful, threatening libelous, defamatory, obscene, pornographic or other material that would violate any country, European, or international law, including without limitation, any material that would infringe upon the intellectual property or other rights of a third party.

Termination of Use of the Site

Welfio reserves the right to terminate the access of any user who violates any section of these Terms, without notice, at any time. In consideration for access to the Site, user agrees that Welfio may, in its sole discretion, terminate the user's access for any reason whatsoever, close the Site or alter any aspect of it at any time, impose limits or restrict user access or make any other business decision affecting the Site, without notice and without any liability to user.

Effect of Headings

The subject headings of the paragraphs and subparagraphs of these Terms of Use are included for convenience only and shall not affect the construction or interpretation of

any of its provisions.

Entire Agreement; Waiver

These Terms of Use constitute the entire agreement between you and Welfio pertaining to the Site and Service and supersede any and all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Welfio shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Welfio.

Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Welfio

hello@welfio.com

Governing Law

Except where prohibited, user agrees that the interpretation, construction and enforceability of these Terms will be governed in accordance with the laws of the Republic of Latvia (**Latvia**). User hereby consents and submits to the personal jurisdiction of the courts of Latvia for any litigation related to these Terms. Except where prohibited, user agrees that all disputes, claims or causes of action connected with these Terms shall be resolved individually, and not give rise to any form of class action. Further, any judgments and awards will be limited to the extent allowed by law to actual out-of-pocket costs incurred, except that the prevailing party will be entitled to attorneys' fees. Notice of any claim or cause of action must be served upon Welfio no later than 12 months after the occurrence of the event giving rise to the claim or be forever barred. In the event of a dispute, the parties will make a good faith effort to resolve it without litigation. If the parties cannot resolve the dispute within 30 days, either party may submit such a dispute to mediation. If mediation cannot resolve the dispute, the parties are free to pursue all remedies and rights available under law.

Severability

If any term, provision, covenant, or condition of these terms is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Assignment

These Terms bind and inure to the benefit of the parties' successors and assigns. These Terms are not assignable, delegable, sub-licensable or otherwise transferable by you. Any transfer, assignment, delegation or sublicense by you is invalid.

Modification of Terms

We may at any time amend these Terms. Such amendments are effective immediately upon notice to you by us posting the new Terms on this Site. Any use of the Site or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Site and Service, including these Terms at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms.