

### HERA INVESTORS PLATFORM

## **Terms and Conditions**

Last Modified: April 17, 2021

These HERA INVESTORS General Terms and Conditions (hereinafter "the Terms") apply to HERA INVESTORS platform located at <a href="hereinaftercollectively">hereinafter collectively</a>, "the Platform" or "HERA INVESTORS", "we", "us" and/or "our(s)"), and HERA products and services specified herein (hereinafter jointly "the Services").

In these Terms, any user of this Platform, including employees, agents, affiliates, owners, partners or any other entity related to such user, that is or is considering becoming registered, are referred to as "You", "Your" when referring to the user's personal rights and liabilities, and/or the "user(s)" in other general meaning.

HERA INVESTORS reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time. It is Your responsibility to check these Terms periodically for changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the changes.

As long as You comply with these Terms, HERA INVESTORS grants You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

## **GENERAL DEFINITIONS**

"Crypto Currencies" shall mean a digital representation of value that functions as a medium of exchange, a unit of account, and/or a store of value which cryptographic techniques are used to regulate the generation of digital units and verify the transfer of assets via blockchain, having no Legal Tender and operating independently from a central bank in any jurisdiction.

"Stablecoins" shall mean a type of Cryptocurrency that can be pegged to Cryptocurrency, fiat money, or exchange-traded commodities of legal tender.

"Crypto Assets" shall mean Cryptocurrencies and Stablecoins when mentioned jointly.

"Fiat Currencies" shall be used in reference to money or currency, which means any money that a recognized government declares as Legal Tender, and has value only because such government maintains its value.

"Funds" shall mean Cryptoassets and/or Fiat Currencies of Legal Tender when mentioned jointly.

"Legal Tender" means any national currency, such as U.S. dollars or EURO, that may be used in connection with Cryptoassets via the Services and does not include any Cryptocurrency.

"Blockchain" shall mean a system in which records of transactions made in Cryptocurrency are maintained across several computers that are linked in a peer-to-peer network.

**"KYC"** stands for Know Your Customer (or Client), which means the process of verifying the identity of customers or clients and assessing potential risks of illegal intentions for the business relationship.

"AML" shall stand for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

"Liquidation" simply means converting cryptoassets to cash or cash equivalents

"Your Account" shall mean a user's account accessible at HERA INVESTORS via the Services offered on the Platform, where You may store Funds.

"Individual Account" shall be owned by only one person or entity who can transfer or withdraw Cryptocurrency held in the Account. There is only 1 (one) Individual Account maximum per individual.

"Corporate Account" shall be owned by any type of legal entity holding an Account in any capacity other than an individual capacity.

"Affiliate" shall mean any legal entity that is related to HERA INVESTORS by one owning shares of the other, by common ownership, or by other means of control, including but not limited to any parent company and subsidiary.

"Partner" shall mean any entity/individual that has entered into any kind of partnership agreement with HERA INVESTORS and/or who has integrated any of HERA INVESTORS products into its website.

### SECTION ONE. GENERAL INFORMATION

## 1. PLATFORM MANAGEMENT

- 1. HERA INVESTORS is operated by HERA INVESTORS, a company which is duly registered and active in Australia (hereinafter "the Platform Operator").
- 2. The active legislation of Australia, the European Union and the United States is applicable to the Platform and any agreements or transactions made through it.

# 2. REGISTRATION ON THE PLATFORM AND YOUR HERA INVESTORS ACCOUNT CREATION

- By registering as a user on the Platform and accepting these Terms, You are deemed to
  enter into the full Agreement with the Platform Operator. Only registered users are
  entitled to use the products and services offered by HERA INVESTORS.
- 2. While using the Platform, You shall confirm that You meet the following criteria:
  - You are an eligible individual or a legal entity with the full legal capacity in Your respective domicile;
  - 2. You must be at least 18 years old;

- 3. You are not the subject of any insolvency proceedings;
- 4. You have full legal capacity (as defined in your jurisdiction) to enter into a binding contract:
- You are not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.
- 3. You may not register a HERA INVESTORS Account or use the Platform if You are a resident of any jurisdiction in which:
  - 1. the Platform operator is not authorized to provide its Services;
  - 2. Your use of Services is deemed to be illegal.
- 4. You hereby represent and warrant that You:
  - 1. do not reside or You are not currently located in a Restricted Jurisdiction;
  - 2. will not attempt to register an Account or use our Services by circumventing any methods we have in place to restrain You from applying for an Account or using our Services, even if such methods are not efficient or can be avoided. We may use controls or other checks to restrict access to the Platform from any Restricted Jurisdiction.
- You hereby represent and confirm that you have not been placed on any sanctions list by any governmental authority in either Australia, the European Union or the United States of America, and You will not use the Platform to conduct any illegal or illicit activity.
- 6. If You use the Platform Services and/or conceal from the Platform management Your residing territory and/or your placement into sanctions list as mentioned herein, we reserve the right to stop rendering You the Services and terminate the Agreement immediately.
- 7. To register on the Platform, You need to fill in a registration form and confirm the present Terms. After You have been registered, Your Account is automatically created on the Platform. Upon Your registration on the Platform, HERA INVESTORS assigns Your unique ID number.
- 8. YOUR ID NUMBER IS USED AS THE PRIMARY IDENTIFICATION FOR ANY PRODUCTS AND SERVICES AVAILABLE ON THE PLATFORM.
- In order to activate Your Account and gain full user's access to the Platform and Services, You must go through the KYC procedure as set by the AML policy. Failure to

- provide information necessary for the KYC procedure may result in the termination of Your Account access.
- 10. In case of our partnership with a regulated entity, if You are referred by our Partner, You may not be required to provide Your KYC details to us if You have already passed through KYC/AML procedures at the latter's. We must have access to these data in any appropriate way agreed with the Partner and You shall give his advance consent to this data processing.
- 11. To access and use Your Account, we identify You by Your email address and password.

  You shall be entitled to change Your email address and password used for Your identification in compliance with procedures established on the Platform.
- 12. If You represent a legal entity on behalf of which You would like to set up a Corporate Account with us, we shall identify You as the signatory for the current entity. We may refuse to recognize and accept any resolution affecting and/or authorizing You to use the Corporate Account that appears to us to be incomplete or improperly executed.
- 13. To set up Your Corporate Account, you shall provide all corporate documents requested by HERA INVESTORS via email or uploading them in compliance with procedures established on the Platform.
- 14. By completing an account registration on behalf of yourself or another entity, You hereby represent and agree that You:
  - are fully authorized to execute all documents or otherwise complete our requirements on behalf of yourself or the entity You represent in Your stated capacity,
  - 2. have furnished all documents or other information necessary to demonstrate that authority and/or
  - 3. will provide any other documents and complete other requirements as we may request from time to time.
- 15. To use the Services offered on the Platform and to enter into any agreements with us, You must take the steps prescribed in these Terms and in compliance with procedures established on the Platform to enable HERA INVESTORS to identify You according to the applicable AML policy.
- 16. By accepting these Terms, You represent and warrant that You understand all the functions available on the Platform as well as the consequences of any decisions You

- make or actions You take while using the Platform assert that You are capable of making decisions on any actions on the Platform.
- 17. We may reject Your registration on the Platform for any reason and we are under no obligation to provide You with a reason for rejection.
- 18. Only the owner of Your Account is authorized to enter into and use it. Unauthorized use of Your Account is strictly prohibited and bears all the risks associated with it.

## 3. YOUR PERSONAL DATA

- 1. We are entitled to process all Your personal data, as it is defined by our Privacy Policy which is available <u>here</u>. We may receive Your personal data from You and any sources in accordance with our Privacy and AML Policies and the applicable law. By entering into the present Agreement, You also accept the provisions of our Privacy Policy and give us Your consent to process Your personal data.
- The purpose of processing Your personal data is keeping Your records, offering, rendering and maintaining services, financial and statistical analysis, exercising, and protection of the rights of HERA INVESTORS and/or You arising from the Agreement.
- 3. We may outsource third parties to get access to Your personal data and/or process it. You will have to give Your consent to these third parties in order to let them handle Your personal data. Any personal data of Yours will be handled in accordance with the European General Data Protection Regulation in the form and manner as it is required by our AML policy and applicable law.
- 4. We may grant access to Your KYC data to third parties without your preliminary consent only according to the applicable law and/or based on a relevant governmental authority's ruling. Meanwhile, we strictly follow all the Australian, the European Union, the United States of America and other general international regulations regarding personal data protection as mentioned herein.

### 4. YOUR IDENTIFICATION

- 1. We identify You according to the rules of the internal control system and our AML policy.
- 2. We verify You as the user in all cases as required by the applicable law.
- 3. To verify You as the authorized user of Your Account, we may, in our sole discretion and at any time, request from You any information that we deem necessary about You as an individual and/or a representative of a legal entity and/or legal entity itself, as well as a source of funds and generally any documents confirming Your identity and Your wealth. We reserve the right to unilaterally impose any additional requirements for Your identification, as well as introduce changes in any user's identification process.
- 4. You represent and confirm that any and all information provided to HERA INVESTORS pursuant to these Terms or otherwise is true, accurate, up to date and not misleading in any respect. If any part of such information changes, it is Your obligation to update such information by contacting <a href="mailto:support@heralends.com">support@heralends.com</a> as soon as possible but not later than three (3) days after the change.
- 5. You authorize us to request and rely upon any credit reports or other information provided by third parties to determine if we may open or maintain Your Account. Your Account shall not be opened, and we have no responsibility to You unless and until You have received an email confirmation from us that Your Account has been created. We are not obliged to accept an application from You, and we reserve the right not to open an Account for You or any other user in our sole and absolute discretion.
- 6. By completing the registration form in compliance with the procedures established herein and depositing funds to Your Account, You confirm that You wish to use the Platform and the Services offered therein pursuant to the provisions herein.
- 7. Each time you log on to the Platform using your email address and password, You are agreeing to be bound by these Terms. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by You on the Platform after entering Your email address and password as prescribed on the Platform shall be binding upon You.
- 8. Your password is deemed to be confidential information that You agree not to disclose and shall undertake all necessary precautions to prevent third parties from gaining access to it. You must keep Your password in a secure manner, as well as regularly change/update the password as it is prescribed by HERA INVESTORS.

- 9. If You suspect that Your password has become known or may become known to a third party, You must immediately inform us about it via email at <a href="mailto:support@heralends.com">support@heralends.com</a>.
  Once we receive Your message, we shall block access to Your Account as soon as possible. We will work with You to establish access to Your Account, but You are solely responsible for any loss or damages incurred by You as a result of a third party accessing Your Account due to Your negligence.
- 10. After changing, resetting a password or disabling two-factor-authentication, for security purposes we may suspend withdrawal operations for up to 72 hours. Also, for security purposes, You are strongly recommended to have two-factor authentication enabled on Your Account.
- 11. We may restrict or block access to Your Account if we suspect that Your Account has been used without proper authorization. This may include the following:
  - 1. Your password has become known or may have become known to a third party;
  - 2. we suspect that Your Account has been used for illegal transactions;
  - other cases at our discretion, to ensure the safety of services, inviolability, Your confidentiality or to prevent losses that might be inflicted upon You, us or any other user of the Platform.
- 12. We shall be entitled not to approve Your transaction, if:
  - 1. You fail to comply with these Terms;
  - we have suspicions about Your identity as the user who initiates the transaction,
     Your source of income and/or the contents of Your transaction, origin/form of any
     of the documents You have provided to prove the transaction;
  - 3. Your instruction on the transaction is unclear or corrupted due to any reason;
  - 4. in other cases, stipulated herein.

# 5. CURRENCIES AND TRANSFER OF FUNDS

 Only listed Crypto Currencies and Fiat Currencies are allowed to be used as the Platform's operational funds. Should we remove any Funds from the list of available currencies, all Services hereto with the currencies listed before shall remain in force.

- 2. A full list of available Funds usable on the Platform will be displayed in Your Account in the relevant section before any deposits can be made.
- 3. Changes to the given Funds list can be made at any time without any prior notice to You.
- 4. You shall be entitled to add funds to Your Account.
- 5. You hereby represent and warrant to HERA INVESTORS that:
  - 1. You own the funds You hold in Your HERA INVESTORS Account; or
  - You are validly authorized to carry out transactions using the funds You hold in Your HERA INVESTORS Account;
  - 3. all transactions initiated with Your Account are for Your own sake or on behalf of a person or entity You are properly authorized for.
- 6. You must have an active payment account in a financial institution for transactions in Fiat Currency, opened in Your own name and not in the name of any third party. You must be authorized to freely handle such accounts and the funds contained therein (if any).
- 7. If You have successfully passed all KYC/AML procedures, You may add any funds to the Platform by the available payment means including a bank transfer.
- Your funds transferable to HERA INVESTORS in compliance with the present Terms shall be regarded as funds transferred for the purpose to be applied to the relative HERA INVESTORS products.
- 9. Funds deposited into Your Account pursuant to these Terms shall be kept in Your Account and no interest shall accrue or be paid to You for the funds in Your Account unless You transfer Your funds to a HERA INVESTORS product that offers interest such as a HERA INVESTORS Business Funding or Instant Loan.
- 10. If due to interrupted/improper system operations of the Platform Your Account is mistakenly credited or debited, HERA INVESTORS shall debit or credit Your funds from Your Account in order to properly remedy the situation.
- 11. We will provide You with a statement about all Your transactions performed through the Platform upon Your request. Your Account statements are available in Your Account at any time.
- 12. You are entitled to request HERA INVESTORS to disburse the funds in Your Account to any payment account opened in Your name or account where You have shared access in any credit/financial institution. HERA INVESTORS will transfer those funds in Your HERA INVESTORS account upon Your filing an application with us and approval.

- 13. It is illegal to deposit funds gained by illegal means into Your Account. In case of suspicious transactions, the relevant governmental authorities shall be notified, and this can lead to freezing all funds on the account, as well as to the closing of the account and confiscation of funds.
- 14. If at any time while registering as the user or during the term of this Agreement, any suspicions arise about You related to money laundering, terrorism financing, or any other illegal activities, we shall refuse to register and accept any funds from You and shall block You from accessing the Platform.
- 15. You may withdraw Your funds partially or completely from the Platform by any available payment means at any time, the withdrawal shall be made according to the conditions of the relative product.
- 16. Every transmission request shall be deemed pending until accepted by us. We may refuse to accept such a request, or delay the processing of an approved request for any reason, including but not limited to insufficient funds in Your Account, inaccurate or misleading information provided by You, or any doubt or suspicion of money laundering or other financial crime related to Your Account.
- 17. Please note that Your funds' withdrawals and deposits to any of Your Accounts/wallets outside the Platform may take up to seven (7) business days in some cases. The mentioned time depends not on the Platform but on the Blockchain and other external circumstances.

# 6. YOUR RIGHTS AND OBLIGATIONS

- 1. You shall undertake:
  - not to use the Platform for illicit conduct, including but not limited to fraud and money laundering;
  - 2. to provide information which is true, accurate, up to date and not misleading in any respect upon registration on the Platform and when using the Platform,
  - 3. to use only secure means and devices for electronic communications and data transfer; including two-factor authentication which is strongly recommended;

- to promptly, however not later than within 3 (three) business days, inform HERA INVESTORS in writing, if any of Your personal data provided to the Platform changes;
- 5. to exercise decency and observe universal moral and ethical standards in communication with HERA INVESTORS.
- 2. In case we detect that the information submitted by You is false/not up to date/wrong, we may, at our sole discretion, stop the service rendering on the Platform and/or freeze Your funds on Your Account on the Platform. You may be held personally and criminally liable for providing false or misleading contact details (telephone, email, and residential address) and/or documents to pass the verification process on the Platform and on further requests. Any attempt to defraud HERA INVESTORS may entail the application of appropriate measures of applicable AML and/or criminal law.

## 7. HERA INVESTORS' RIGHTS AND OBLIGATIONS

- 1. We will use commercially reasonable efforts to keep the Platform operational, accessible and secure for the use of all registered users.
- 2. We bear no obligations for any taxes that You might be obligated to pay as a result of transactions you make on the Platform. According to the current legislation of Australia, the European Union and the United States of America, if You receive income from operations with any financial instruments on our Platform.
- 3. Any additional services that we offer to You shall be subject to these same Terms unless otherwise agreed to in writing between You and us via private communication with You.

# 8. AMENDMENT AND TERMINATION OF THE AGREEMENT

- We are entitled to change/amend these Terms at any time upon our own discretion without any prior notice to You. By continuing to use the Services you agree to be bound by the most current Terms.
- 2. We are entitled to restrict Your right to use the Platform and/or terminate the present Agreement and delete Your Account without warning immediately if we discover that:
  - 1. You breach the present Terms or otherwise illicitly uses the Platform in a way which is not compliant with applicable legislation;
  - 2. You have provided false or misleading information or counterfeit documents;
  - 3. You are suspected of money laundering, terrorism financing, or an attempt to do so, that involves You personally or Your Account.
- We reserve the right to close Your Account at any time for any reason stipulated herein and/or applicable law without any prior notice but with the soonest notification to You via email.
- If You wish to terminate this Agreement, You shall notify HERA INVESTORS at least three
   business days in advance via email <a href="mailto:support@heralends.com">support@heralends.com</a>.

# 9. DISCLAIMER OF WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

- 1. WITH THE EXCEPTION OF ANY WARRANTIES EXPRESSLY PROVIDED ELSEWHERE IN THESE TERMS, THE PLATFORM AND SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, CEDEFIANGELS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.
- WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE PLATFORM

AND SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

- 3. To the maximum extent permitted by the applicable law and subject to the exceptions provided herein in no event shall HERA INVESTORS, its affiliates and partners or any of their respective officers, directors, agents, employees or representatives, be liable for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the Platform, or this Agreement, even if HERA INVESTORS has been advised of or knew or should have known of the possibility of such damages.
- 4. You further agree to indemnify, defend, and hold harmless MNCS from and against any and all loss, damage, costs, expenses (including reasonable attorneys' fees), claims and liability incurred by us resulting from any of the following:
  - the imposition of any penalties against us due to the specifics of the Crypto Assets regulations of Your jurisdiction;
  - 2. any illegal or unauthorized use of Your Account by You or a third party;
  - 3. if You fail to uphold Your obligations or otherwise breach these Terms;
  - due to interrupted communications and other interruptions or obstacles that are not dependent on us;
  - 5. if pursuant to the Terms, Your access to Your Account has been blocked;
  - 6. due to Your infringing these Terms or Your illicit conduct;
  - 7. due to the specifics of the legal regulation of Your home jurisdiction regarding Crypto currency turnover or taxation;
  - 8. in connection with any other probable situation whose impact could not be predicted by due diligence measures.
- 5. To the maximum extent permitted by the applicable law and subject to any exceptions provided herein, in no event shall HERA INVESTORS, its affiliates and partners, or any of their respective officers, directors, agents, employees or representatives, be liable to You for more than the amount of Your funds in Your Account at the time when the direct losses occurred.

# 10.LEGAL PROCESS AFFECTING YOUR ACCOUNTS

- If any legal action such as an attachment, garnishment, levy or other public legal processes (hereinafter "legal procedure") is brought against Your Account, we reserve the right to refuse to permit (or may limit) withdrawals or transfers from Your Account until the legal process is satisfied or dismissed.
- 2. Regardless of the terms of any legal procedures, we reserve the right to the first claim to any and all Your funds in Your Account at HERA INVESTORS.
- We are under no obligation to oppose on Your behalf any such legal procedures and we
  reserve the right to take any action to comply with such legal procedures as we
  determine to be appropriate in the circumstances without liability to You.
- 4. If we incur any expenses, including but not limited to attorney fees, in connection with any legal procedures, we may charge any expenses and fees to You without any prior notice and/or we are entitled to bill You directly for such expenses and fees.
- 5. Any garnishment or levy against Your Account is subject to our right of setoff and security interest in accordance with any applicable court ruling.

## 11.OTHER TERMS AND CONDITIONS

- The current Agreement is considered to have come into force from the moment You
  agree to it and we accept You as the user by creating a relative Account at HERA
  INVESTORS.
- The present Terms are binding until the moment when Your Account is deleted and all commitments of You originating from any HERA INVESTORS products have been fully met.
- 3. Current Terms are drawn up and shall be amended only in English. In case of any translation discrepancies, the English version set herein shall prevail.

### SECTION TWO. HERA INVESTORS SERVICES.

### LOANS ON THE PLATFORM

# 12.LOAN DEFINITIONS

**"Loan"** means a principal amount of funds, backed up by the Borrower with a crypto/fiat Collateral, issued by HERA INVESTORS to the Borrower on the Platform and subject to repayment by the Borrower pursuant to the terms of the applicable Loan Agreement.

"Instant Loan" means a Loan made to the Borrower from funds we hold in deposit from users of the Interest Account.

"Business Funding/Loan" means a Loan made to a Corporate Entity on the Platform

**"Borrower"** stands for a person/legal entity verified as a user on the Platform who has entered into a Loan Agreement as a Borrower.

"Lender" stands for HERA INVESTORS INC.

**"Loan Agreement"** is a separate agreement entered into between the Borrower and the Lender on the Platform according to the Platform's Terms and Conditions.

**"Loan Amount"** shall be deemed a principal value of this Loan made available to the Borrower pursuant to a Loan Agreement.

"Loan-to-Value" (hereinafter "LTV") shall mean the ratio of the Loan to the value of the Collateral.

"Loan Default" occurs when a Borrower fails to pay back a Loan or otherwise breaches the terms of the applicable Loan Agreement.

## 13. TERM OF YOUR LOAN AGREEMENT

- 1. For this Agreement's purposes, a financial year shall make 360 days and a financial month shall make 30 days.
- 2. Your minimum and maximum Loan term limits shall be available to You on the Platform after logging into a relative section.
- 3. We reserve the right to change the term limits mentioned herein at any time at our sole discretion.

## 14.LOAN PROCEDURES

- Following Your verification on the Platform, if sufficient funds are available in Your can sign up for an Instant Loan. for Business Loans will be required to send a formal application for the loan, then sign a legally binding contract between you and us. You will be notified by us once we have made a decision regarding your eligibility to be approved for a Loan.
- 2. To place either Business Loan offer or Loan request You will reach out to one of our Directors or Agents to help you the step of getting the loan. To place an Instant Loan offer / Loan request You must an appropriate application through the HERA INVESTORS Platform, filling out the provided form and listing the required information, including:
  - 1. Loan Amount:
  - 2. Loan currency;
  - 3. term of the Loan;
  - 4. desired Collateral at LTV ratio;
  - 5. additional optional parameters provided by the Loan Agreement form.
- 3. All the above-mentioned parameters are subject to change without any prior notice to You at our sole discretion.
- 4. If You wish to get a Loan, You may either use an Business Loan option for corporate entities, or use the Instant Loan option.
- 5. While choosing the Instant Loan option, Your Instant Loan shall be tailored to Your personal parameters automatically. Generally, we confirm Your Instant Loan request automatically or it may take in some special cases up to 24 (twenty-four) hours.
- To be approved for withdrawal of your Loan You must provide the necessary amount of funds to be used as Collateral.

- You will be required to confirm your collateral which is 3% of the principal amount, which
  can be deposited directly into your wallet on the Platform, or verify the collateral by
  confirmation by our smart-contract on the Platform.
- 2. Crypto-currencies may be used as Collateral for the Loans issued in Fiat Currencies and Stablecoins/Bitcoin. Fiat currencies and Stablecoins/Bitcoin may be backed by Crypto-Currencies, Cryptoassets may be backed by Fiat Currencies and vice versa. Cryptoassets may be backed by other Cryptoassets as well.
- The list of funds that are usable for the Collateral is available in the Platform at the relative section after logging in.

## **16.DEPOSITS AND WITHDRAWALS**

- You reserve the right to request any deposits and withdrawals any time, but the
  operations will be performed at the agreed time, as mentioned above. Accordingly, all
  incoming and outgoing transactions will be created with the pending status and will
  remain in this status until the agreed moment, and then they will be processed.
- 2. Any Liquidation event will require a premium membership and also will attract 1.5% of the total loan sum.

WE RESERVE THE RIGHT TO AMEND THE LIST OF THE PROPOSED SERVICES AND PROVIDE OTHER SERVICES ACCOMPANYING THE SERVICES MENTIONED HEREIN.

YOU WILL BE NOTIFIED ACCORDINGLY VIA EMAIL AS SOON AS ANY NEW SERVICE APPEARS ON THE PLATFORM.

If there are any questions regarding these Terms You may contact us using the following email: <a href="mailto:support@heralends.com">support@heralends.com</a>