

LEGAL NOTICE

1. Website operator and definitions

AVAFIN HOLDING, LTD, with TAX No. CY 10335345O, Reg. Number: HE335345; and with registered address at 40 Kimonos Street, 3095, Limassol, Cyprus (“**AvaFin**” or “**us**”), with email address info@avafin.com, is the owner of the web domain <https://avafin.com/>.

In this Legal Notice:

Linked Sites means hyperlinks, directories, or search tools that enable Users through this Portal to access other websites, including other AvaFin Group websites.

Product or Service means any type of financial product and/or service offered by AvaFin Group’s lending companies through the following websites: <https://www.avafin.com.pl/>; <https://www.avafin.mx/>; <https://www.avafin.lv/>; <https://www.avafin.es/>; and <https://www.credicon.cz/>.

Terms means the terms and conditions of the Legal Notice.

User means any natural or legal person who accesses and directly or indirectly uses the Website.

Website/Portal means pages hosted under the domain <https://avafin.com/>.

2. General information

This website has been developed and is operated by AvaFin to offer information to both clients and the general public about our financial Products and Services, investor matters and financial statements, governance, public relations activities, recruitment, and to respond to inquiries or questions related to the AvaFin Group. Please, bear in mind that access to our financial Products and Services is exclusively available through the official websites of AvaFin Group’s lending companies. By accessing the Website, the User warrants that all information provided by the User to AvaFin is true and accurate; and has full power and authority to agree to the current Terms.

Access to this Portal is voluntary and free of charge for Users and confers upon the visitor the status of a User, who accepts these Terms by merely accessing, browsing and using the website <https://avafin.com/>. If Users do not agree to these Terms, they must refrain from accessing or using the Website. This is without prejudice to any specific/particular terms and conditions that may be found within the Website, which shall prevail over the Terms outlined herein. Therefore, it is recommended that the Legal Notice is read carefully before taking any action.

To access and view the content of the Website, the User must be at least 18 years old. If the User permits children to access and view this Portal, the User will be responsible for supervising such access and determining which content or services may be appropriate for children and which may not. The User acknowledges that children may, through this Website, disclose publicly personal information relating to themselves.

The User's Internet browser may generate a cached copy of this Website, meaning that when the User accesses it again, the displayed pages might not reflect the most recent version but rather the one stored in the cache. To prevent such discrepancies, it is recommended that the User refresh the Website in their browser upon accessing it.

If any provision of these Terms is held to be unenforceable, such provision shall be deemed to be replaced by a valid, enforceable provision that most closely matches the intent of the original provision. This shall not affect the validity or enforceability of the remaining provisions.

AvaFin reserves the right to modify the terms and conditions contained in this Legal Notice at any time, according to its evolution and the contents offered, reserving the right to modify, add or delete at any time and unilaterally some of these terms and conditions of use as deemed necessary, for legal reasons, for technical reasons, or due to changes in the nature or layout of this Website, without there being any obligation to notify or inform Users of

such modifications, and publication of the modified terms on the Website shall be deemed sufficient notice. Any modification to these conditions shall have effect with respect to Users who access this Website after such modification, and therefore the continued use and/or browsing of the Website after the publication of any change shall be considered as acceptance of the updated terms.

3. Disclaimer

AVAFIN MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE CONTENT AND FEATURES. THE INFORMATION IS DISTRIBUTED AND PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. AVAFIN DOES NOT WARRANT THAT THE WEBSITE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT PERFORMANCE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE INCLUDING ANY ERRORS OR OMISSIONS IN THE RESULTS OBTAINED THROUGH USE OF THE SERVICE.

AvaFin maintains this Website to enhance public access to information. Our goal is to keep this information timely and accurate. If errors are brought to our attention, we will try to correct them. However, AvaFin accepts no responsibility or liability whatsoever with regard to the information on this Website. This information is of a general nature only and is not intended to address the specific circumstances of any particular individual or entity, not necessarily comprehensive, complete, accurate or up to date, and sometimes linked to external sites over which AvaFin has no control and for which AvaFin assumes no responsibility, nor professional or legal advice (if you need specific advice, you should always consult a suitably qualified professional).

Additionally, it is our goal to minimise disruption caused by technical errors. However, some data or information on our site may have been created or structured in files or formats that are not error-free, and we cannot guarantee that our service will not be interrupted or otherwise affected by such problems. AvaFin accepts no responsibility with regard to such problems incurred as a result of using this Website or any linked external sites. This disclaimer is not intended to limit the liability of AvaFin in contravention of any requirements laid down in applicable national law nor to exclude its liability for matters which may not be excluded under that law.

4. Terms of use of the Website

Users are solely responsible for their conduct when accessing and navigating the information available on this Website, as well as after such access has occurred. By using this Website, the User agrees to refrain from utilizing any content made available by AvaFin, whether created or published officially under its name or not, to engage in activities that are unlawful, immoral, or contrary to public order.

Users accessing the Website are required to comply with applicable laws, ethical codes, or codes of conduct, as well as the general rules governing the use of this Website. Therefore, Users must refrain from engaging in activities, including but not limited to:

- Transmitting, disseminating or making available to third parties any kind of information, item or form of content that violates any fundamental rights or public freedoms set out in the laws, international treaties, or other applicable legal frameworks.
- Inducing, inciting or promoting criminal acts, denigratory, defamatory, violent, inappropriate or distasteful, or, in general, actions that are contrary to the law, moral standards, generally accepted good behavior and/or public order.
- Inducing, inciting or promoting discriminatory actions, attitudes or thoughts based on race, sex, religion, opinion, nationality, disability or any other personal or social characteristic
- Disseminating messages that may be considered illegal or unlawful.
- Posting or communicating content which constitutes false advertising or is inaccurate or misleading to the rest of Users, in particular, content protected by intellectual or industrial property rights of third parties, without the authorisation of the content's owner, and which may undermine or harm AvaFin or any company within the AvaFin Group.

- Violating third-party trade secrets.

The User shall not use this Website in a way that breaches these Terms or any applicable laws or regulations (including those relating to the use of public communications networks) or that causes or is likely to cause any damage, interruption or impairment to this Website. The User hereby undertakes not to introduce any programmes, viruses or other harmful elements of any kind that could cause alterations in the AvaFin's computer systems or those of third parties. The User also undertakes not to destroy, alter, render useless or tamper with the data, programmes or electronic and other documents available on the Website. Also, the User shall not attempt to gain unauthorised access to any part of this Portal, or any computer systems or networks connected to this Website, whether through hacking, password mining or any other means. The User may not collect, or attempt to collect, personal information relating to others through this Website.

Users will be held liable for any damages or losses incurred by AvaFin as a result of their non-compliance with the obligations outlined in these Terms. Additionally, AvaFin reserves the right to update, modify, remove, or restrict access to content at its sole discretion, either temporarily or permanently, as well as to deny access to the Website to Users who misuse its content or fail to comply with the Terms. Such actions will not entitle the affected Users to any compensation or reimbursement.

5. Hypertext linking to and from this Website

The Website may include Linked Sites. In such cases, AvaFin acts solely as a service provider that facilitates access to these Linked Sites, therefore shall not be held liable for the content stored on the Linked Sites due to the fact that as an information society service provider, AvaFin's role is limited to the technical process of providing access to a communication network, and this activity is of a mere technical, automatic and passive nature, which implies that AvaFin has neither knowledge of nor control over the information which is transmitted or stored on the Linked Sites.

Should a User believe that a Linked Site contains unlawful or inappropriate content, they may notify AvaFin. However, such notification shall not obligate AvaFin to remove the corresponding link. AvaFin does not control the content or services offered on Linked Sites and, therefore, assumes no responsibility for damages arising from their quality, unavailability, errors, or illegality, nor for any statements or services provided therein. If a User becomes aware that Linked Sites direct to content or services that are unlawful, harmful, defamatory, violent, or immoral, they may contact AvaFin

The presence of Linked Sites does not imply the existence of agreements with their operators or owners, nor does it constitute AvaFin's endorsement, promotion, or association with the statements, content, or services provided therein. Users who choose to visit or use Linked Sites do so at their own risk and must take appropriate precautions against viruses or other harmful elements.

Users are not authorized to introduce links to this Website without the express prior consent of AvaFin. If such authorization is granted, it must be used in accordance with the terms specified in the authorization itself and in compliance with this legal notice.

6. Intellectual property

All trademarks, logos, website addresses, Products or Services or model names or derivations that describe AvaFin or AvaFin Group affiliates, their Products or Services or that contain the word "AvaFin" that are included in site content are trademarks and/or the property of AvaFin or AvaFin Group affiliates.

It is expressly prohibited to copy, reproduce, modify, transform, distribute, extract, reuse, forward, or publicly communicate - including making available in any form - all or part of the content of this Website by any means or in any format, whether for commercial purposes or otherwise, without prior express written authorization from AvaFin or, where applicable, the rightful owner of the intellectual or industrial property rights. AvaFin gives limited, non-transferable, non-exclusive, revocable permission for User to access and make personal, non-commercial use of this Portal as a support and communication resource for purposes specified on the Website

only. Users may electronically copy and print in hard copy site content for these purposes, provided that all copyright and proprietary notices (where present) are retained on site content.

If any User believes their intellectual or industrial property rights have been violated, they must notify AvaFin as soon as possible.

7. Privacy and Cookie Policy

The Legal Notice applies to the User's use of the Website. By accessing and browsing the Website, the User acknowledges and agrees that AvaFin, as the data controller, may process personal data collected through their interaction with the Website or voluntarily provided by the User. Such processing is carried out in compliance with our Privacy Policy and Cookie Policy, and for the purposes specified therein. We strongly encourage Users to review these policies to fully understand the types of personal data collected, the purposes of processing, the rights available to data subjects, and the procedures for exercising those rights.

8. Applicable law and jurisdiction

This Legal Notice shall in all cases be interpreted in accordance with Polish law.

In the event of any conflict or discrepancy regarding the interpretation or application of this Legal Notice, or in relation to the operation and/or use of this Website, the competent courts shall be those designated by the applicable legal regulations on jurisdiction. In the case of end consumers, the courts of the location where the consumer has their habitual residence shall have jurisdiction. Also note that if you are a consumer based in the EU, Norway, Iceland or Liechtenstein you can use the [EU Online Dispute Resolution](#) platform to submit a complaint.

In the event that you are a legal entity or a non-consumer professional, you expressly agree that such disputes shall be submitted to the courts of the city of Warsaw (Poland), expressly waiving any other jurisdiction.

This Legal Notice has been published on the 17th of December 2024