

MOKKA SERVICE TERMS & CONDITIONS

These Regulations stipulate the rules of using the website and mobile application provided by the **service provider – Revo Technologies IFN S.A with its registered office in Romania**, Bucharest, Calea Floreasca 169X, 2nd floor, room 14, Commerce Registry number: J40/12941/2019; NIP (Tax Identification Number): 41699896; with the share capital amounting to: 950.000 RON entered into the register of lending institutions under number: RG-PJR-41-110356/28.08.2020 (hereinafter: "**Revo**").

Revo offers financial services through the website available at www.mokka.ro and the mobile application called "**Mokka**".

The Regulations are made available free of charge at [<https://mokka.ro>] and are accepted by the User prior to registration and creation of the Customer Profile, with the possibility of obtaining, reproducing and recording their content on the User's device.

I. Terms used in the Regulations

Supplier – the entity cooperating with Revo, which is a retailer or service provider making available the possibility to use the Services to purchase goods or services using Financial Services;

SMS code – a unique confidential code transmitted by Revo to the User's mobile phone number via SMS, used by the User to confirm his/her identity, accept electronic documents when communicating remotely with Revo, or for other actions performed by the User both in the Customer Profile and in stationary shops or on the Suppliers' websites;

Newsletter – information from Revo in electronic form about Services, Financial Services, promotions conducted by Revo through the Service, including in cooperation with Suppliers, without any obligations on the part of Revo with regard to the information contained therein;

Service – the "Mokka" online application system, made available by Revo on the website www.mokka.ro and in subdomains ("**Mokka Website**"), in the mobile application ("**Mokka application**") on the Providers' websites and on a mobile device located at a stationary point of sale of the Provider, used by the User to purchase goods from the Provider using funds from the Limit and, in case of the application on a mobile device located at a stationary point of sale of the Provider, also to return the goods with the appropriate settlement of the loan;

Mokka Application – a mobile application available through third party distribution platforms ("**Application Stores**"). The User may be required to register in advance with a given Application Store.

Mokka has no influence on the collection, processing and use of personal data by the operators of individual App Stores;

Customer Profile – the User's personal account in the Service, which contains information about the Customer and his activities in the Service, and the Limit Agreement with attachments, and which enables the activities specified in point III. Mokka Terms & Conditions. The Customer Profile is made available to the User both through the Mokka Website and the Mokka Application;

Limit Agreement – Revolving Credit Limit Agreement concluded by Revo with the User under which the User may repeatedly make withdrawals for the purchase of goods or services, cash withdrawals or make credit card payments if issued, up to the amount of the available Limit, with the obligation to return along with the costs within the agreed period;

Services – services provided by Revo electronically, i.e. through the Service, consisting of the creation and maintenance of a Customer Profile in accordance with the Regulations and the Limit Agreement;

Financial Services – offered by Revo under the Limit Agreement: withdrawals for the purchase of goods or services from Suppliers, cash withdrawals to the User's bank account, credit card, as well as the related additional services specified in the Limit Agreement;

User – natural person who: has entered into a Limit Agreement with Revo, has created a Customer Profile in the Service, use the Service, has subscribed to the Newsletter or has contacted Revo using Personal Data by any of the available means of communication.

II. General rules of using the Service

1. In order to use the Service of the Mokka Website or the Suppliers' websites, the User should have an electronic device with Internet access, a browser supporting HTML5, Javascript and CSS3 (Internet Explorer 11 or later version), Mozilla FireFox 21.0 (or later version) or Google Chrome 34 (or later version), JavaScript.

2. In order to use the Service in the Mokka Application, the User should have an electronic device with internet access, Android 6.0 (or later version) or iOS 11.0 (or later version).

3. In order to purchase an item or service at the Supplier's stationary point of sale using funds from the Limit, the User should register with the Service independently using their own device after scanning the QR code, or notify an employee of the Supplier who wishes to use the Services, and then follow the instructions of the employee of the Supplier operating the mobile device with the Service.

4. The use of the Service is free of charge. The use of Financial Services in accordance with the Limit Agreement is subject to a fee in accordance with the rules set out in the Limit Agreement.

5. Access to and browsing of the Mokka Website is anonymous and does not require registration. Access to the Mokka Application as well as the use of the Financial Services in accordance with the Limit Agreement requires registration and setting up the Customer Profile.

6. The Service and the Customer Profile, as well as any materials and information contained therein, including the layout of the presented content, as well as logos, graphic elements and trademarks, are the subject of exclusive rights of Revo or Suppliers and are protected by law. By using the Service and the Customer Profile, the User does not acquire any intellectual property rights in their content, including licenses.

7. The User is obliged to use the Service only for purposes consistent with the purpose of the functionalities made available therein, as described in the Regulations.

8. It is forbidden for the User to place in the Customer Profile or in other places in the Service any content that is unlawful, violates decency or anyone's personal interests, or contains files with malicious software that may cause damage to the operation of the Service.

9. The User may not copy, distribute, publish, transmit to third parties, modify or otherwise alter, use, display, incorporate any content in a context other than that originally intended by Revo, remove Revo's copyright markings on content posted in the Service, or participate in the transfer, sale or distribution of any material resulting from the reproduction, modification or display of content from the Service. In particular, it is prohibited to decompile or apply reverse engineering techniques to the Service, as well as to create or run any programs or scripts to index, monitor or extract data from the Service.

10. Revo takes the utmost care to ensure the continuous, uninterrupted and safe operation of the Service for the Users. Should it be necessary to undertake update, maintenance or repair works, Revo will inform the Users of this, as far in advance as possible, and will seek to minimise the inconvenience involved.

11. To the extent permitted by mandatory provisions of law, Revo is not liable for any damage arising in connection with the use of the Service or lack of access to it, as well as in connection with improper operation, failure of a line or IT system, errors, omissions, interruptions, defects, delays in operation or transmission of data, or caused by computer viruses.

12. The information contained in the Service does not constitute advice or a recommendation to enter into the Limit Agreement or to use a particular Financial Service. The User who needs more information on the relevance of using the Financial Services may contact Revo by e-mail at: asistenta@mokka.ro

13. Revo is not liable for any harm suffered by the User in connection with the use of the information contained in the Service, as well as for any erroneous or incomplete information or material provided by third parties and accessible through the Service, and for the content of websites or online platforms managed by third parties to which the Service may refer the User.

III. Customer Profile and Limit Agreement

Registration, creation of Customer Profile and conclusion of Limit Agreement

1. In order to use the Service to apply for Financial Services, it is necessary to register, create the Customer Profile and conclude the Limit Agreement.

2. The Customer Profile may be created for the User who fulfils jointly the following conditions:

- the Customer is a consumer (creating the Customer Profile and using the Financial Services are activities which are not directly connected with the User's commercial or professional activity);
- the Customer is over 18 years of age and has full legal capacity;
- the Customer is a Romanian citizen;
- the Customer has an identity card and a mobile phone;
- the Customer has an active e-mail address;
- the Customer's identity has been positively verified.

3. Registration of the User and creation of the Customer Profile can be done after confirming the User's mobile phone number and filling in the form:

- on the Mokka Website or in the Mokka App, or
- in the Service on the User's mobile device or on a mobile device located at a stationary point of sale of the Supplier, or
- on the Supplier's website after selecting the option "Payment with Mokka".

4. The User is obliged to provide his/her true, complete and up-to-date personal data in the form. The User is responsible for any negative financial or legal consequences of providing false, incomplete or outdated personal data.

5. The following personal data of the User are necessary for registration and creation of the Customer Profile:

- first name and surname,
- PESEL identification number,
- series and number of the ID card,
- e-mail address,
- street name, street number and apartment number, post code and town,
- mobile phone number.

The processing of personal data by Revo as the controller of the User's personal data is carried out in accordance with the principles described in the **Mokka Privacy Policy**.

6. In order to send the form and complete the process of creating the Customer Profile, it is necessary to accept the Regulations and the Mokka Privacy Policy. The Customer Profile is created as soon as the User clicks the "Register" button and receives feedback on its creation.

7. During registration in the Service the User may agree to receive newsletters and other marketing materials sent electronically. The consent may be revoked at any time by sending a cancellation to the following address: asistenta@mokka.ro or by ticking the appropriate option in the Customer Profile.

8. The creation of the Customer Profile does not imply any commitment on the part of Revo to provide Financial Services to the User.

9. As a lending institution, Revo is the institution obliged within the meaning of the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (consolidated text: Journal of Laws of 2021, item 1132, as amended) and is obliged to identify and verify the identity of the User, as well as to monitor transactions carried out as part of the business relationship with the User in order to ensure that these transactions are consistent with Revo's knowledge of the User and the risk of money laundering and terrorist financing associated with the User.

10. Creation of the Customer Profile and conclusion of the Limit Agreement is possible after positive identification and verification of the User's identity:

- on the Mokka Website, in the Mokka Application, on the User's mobile device, or at a stationary point of sale of the Supplier by means of verification of the personal data provided in external databases and, depending on the service made available by Revo:
 - on the basis of verification of an identity document with an active digital data layer ("Digital ID" tool); or
 - on the basis of verification of the User by an external entity as part of the service of access to account information (logging into the User's bank account on-line); or
 - by means of a verification return transfer from the User's bank account (so-called micro-payment of PLN 1);
- at a stationary sales point of the Supplier - through verification by an employee of the Supplier of the details from the User's ID card,

and after the User has given the required consents for assessment of creditworthiness and authorisations to exchange information with credit reference agencies and other entities indicated in the consents.

11. The Limit Agreement is concluded with the User whose identity and creditworthiness have been positively verified and who has accepted the contents of the Limit Agreement and its attachments. The Limit Agreement shall be concluded with the User at the moment of the User's first Withdrawal from the Limit.

12. Upon acceptance of the Limit Agreement by the User, Revo shall send the information forms and the Limit Agreement with attachments to the User at the e-mail address provided by the User on a durable medium.

13. The following User's actions are confirmed by an SMS Code:

- on the Mokka Website, in the Mokka Application or at a stationary point of sale of the Supplier if the User registers independently using his/her own device –

- at the time of registration of the User: confirmation of the User's mobile phone number and provision of required consents and authorisations;
- at each subsequent application for a withdrawal from the Limit: confirmation of the User's mobile telephone number;
- in the Service on a mobile device located at a stationary point of sale of the Supplier –
 - at the time of registration of the User: confirmation of the mobile telephone number, granting of required consents and authorisations, confirmation of conclusion of the Limit Agreement and of the first withdrawal from the Limit;
 - at each subsequent application for withdrawal from the Limit: confirmation of the User's mobile telephone number, confirmation of the execution of the withdrawal from the Limit;
 - on return of the goods by the User: confirmation of the return;

whereby SMS Codes are entered into the Service personally by the User.

Use of the Customer Profile

14. At the time of creation of the Customer Profile, the User receives from Revo to the e-mail address provided a temporary password to access the Customer Profile. In order to use the Customer Profile, the User establishes the access password in the form of PIN code consisting of 4 digits. Access to the Customer Profile is possible after providing the telephone number and current password of the User. The User is obliged to keep the password secret and not to make it available to other persons.

15. Registering and creating the Customer Profile does not oblige the User to apply for withdrawals from the Limit, and Revo is not obliged to grant them to the User. The rules of providing Financial Services by Revo to the User are regulated in the Limit Agreement.

16. The Customer Profile enables:

- access to the content of the concluded Limit Agreement (current and archival versions) and its attachments (concerning all repaid and current withdrawals from the Limit);
- access to information on repayment dates and balances of current withdrawals from the Limit;
- access to payment history, including expenses and payments made;
- verification of the personal data provided by the User (name, surname, telephone number, e-mail address);
- making certain declarations to Revo, e.g. regarding marketing consents;
- changing the password for access to the Customer Profile, telephone number and e-mail address;
- access to additional services offered to the Users;
- access to information on new functionalities of the Customer Profile.

17. The provisions of the Civil Code apply to the submission of declarations of will in electronic form by the User and Revo, which means that a declaration of will expressed in electronic form is made at

the moment when it is introduced to the means of electronic communication in such a way that the other party can learn of its content.

Closing and blocking of the Customer Profile

18. Subject to clause 19, Revo shall maintain and operate the Customer Profile from the date of its creation until:

- resignation from the Customer Profile without stating a reason, notified by the User within 14 days from the date of creating the Customer Profile (withdrawal from the Service; for submitting the statement of withdrawal from the Service the User may use the specimen constituting Attachment No. 2 to the Regulations), or
- resignation from the Customer Profile in a situation where no Limit Agreement has been concluded, or
- termination of the Service by the User at any time, or
- termination of the Service by the User in connection with the amendment of the Regulations, or
- expiry of the Limit Agreement as a result of its termination for any reason or by the parties, or
- the need for Revo to comply with the User's request to restrict or delete the User's personal data, the extent of which prevents the further maintenance of the Customer Profile.

19. The total or partial deactivation of the Customer Profile pursuant to Clause 18 does not affect the validity of the Limit Agreement and the current withdrawals from the Limit, which remain valid until the date of full repayment of the debt by the User. Revo reserves itself the right to refuse to deactivate the Customer Profile to the extent necessary to close any withdrawals made from the Limit. During the period of deactivation of the Customer Profile Revo does not allow new withdrawals from the Limit.

20. If Revo suspects a breach of security or inappropriate use of the Service via a particular Customer Profile, Revo has the right to request the User concerned to change the password or suspend the use of the Customer Profile.

21. Revo may temporarily block the Customer Profile in the event that:

- the User breaches the Regulations or the Limit Agreement;
- an attempt to defraud, fraud or data manipulation by means of the Customer Profile has been identified;
- the User has submitted a request concerning the processing of his/her personal data which requires clarification - until the subject of the request is clarified.

22. Before blocking the Customer's Profile, Revo sends the User a warning and informs the User about the reason for blocking the Customer Profile, unless this is prohibited by law. Revo determines the conditions for making the Customer Profile available again, as the case may be, and the User is obliged to cooperate with Revo for the purpose of clarifying the situation and meeting the requirements.

IV. Complaints

1. The User has the right to make a Complaint about the provision of the Services.
2. Complaints can be submitted
 - to the e-mail address: asistenta@mokka.ro
 - by regular mail to Revo's registered address: asistenta@mokka.ro
3. The complaint should include: User's first name and surname, PESEL number or the number of withdrawal from the Limit, description of the reported problem with the Services, indication of expectations as to how the complaint should be handled. A complaint made in writing should also contain the User's signature.
4. Revo will consider the submitted complaint immediately, not later than within 30 days of receipt. However, in particularly complicated cases, which do not allow to consider the complaint and to give an answer within 30 days, Revo will inform the User about:
 - the reason for delay;
 - circumstances which must be established for the examination of the case;
 - the expected time limit for handling the complaint and for reply, which may not be longer than 60 days from the date of receipt of the complaint.
5. If the User has not requested otherwise in the complaint, Revo will respond to the complaint in the form in which the User submitted the complaint.

V. Final provisions

1. The Regulations are subject to the Romanian law.
2. For matters relating to the provision of the Services, the User may contact Revo at the following email addresses: asistenta@mokka.ro
3. The Regulations are valid from the date of their publication on the Mokka Website at www.mokka.ro
4. The Regulations may be amended by Revo. Revo will notify the User of the amendment in the Regulations by email to the email address provided by the User. The amended Regulations are posted on the Mokka Website at www.mokka.ro
5. The amended Regulations are binding for the User if the User does not terminate the Services or does not object to the amendments within 14 days from the date of notification of the amendments. The User's use of the Service after this time implies acceptance of the new conditions for providing the Services.

Attachment No. 1 – Information on specific hazards

Attachment No.2 – Template declaration of withdrawal from the Service

Attachment No. 1 to the Mokka Service Terms & Conditions

Information about specific hazards related to the use of electronic services provided by Revo

Revo, performing the obligation under Romanian law, informs about the specific hazards related to the Users' use of services provided electronically.

This information relates to hazards that may only potentially occur, but which should be taken into account despite Revo's measures to protect the infrastructure of the Service against unauthorised acts of third parties.

The main hazards associated with the use of the Internet are:

- malware - various types of applications or scripts that have harmful, criminal or malicious effects in relation to the user's computer system, such as viruses, worms, Trojans (Trojan horses), keyloggers, dialers;
- spyware - software that tracks your activities, collects information about the User, and sends it - usually without the User's knowledge or consent - to the program's author;
- spam - unwanted and unsolicited e-mails sent simultaneously to many recipients, often with advertising content;
- Phishing for sensitive personal information (e.g. passwords) by impersonating a trustworthy person or institution;
- intrusions into a user's ICT system using, among other things, such hacking tools as exploits and rootkits.

In order to avoid these hazards, the user should equip their computer and other electronic devices they use to connect to the Internet with anti-virus software. Such programme should be constantly updated. Protection against hazards related to the Users' use of services provided electronically is also ensured by:

- firewall enabled,
- update of all software,
- not opening e-mail attachments of unknown origin,
- reading application installation windows and their licences,
- disabling macros in MS Office files of unknown origin,
- regular full system scans with anti-virus and anti-malware software,
- data transmission encryption,

- installation of prevention programmes (intrusion detection and prevention)),
- use of original system and applications from a legal source.

Secure use of the Service by telephone:

Revo makes every effort to ensure that the Service meets the highest safety standards, however, we recommend additional precautions which are beyond Revo's control:

- lock the phone screen with a password, PIN or combination of moves;
- use anti-virus software to protect mobile devices;
- update applications and the device's operating system in accordance with the manufacturer's recommendations;
- do not download or install software from unknown sources other than official ones (App Store, Google Play, Windows Phone Store);
- do not click on links in SMS / e-mail messages unless you are sure they are from a safe source;
- do not read QR codes of unknown origin;
- turn off Wi-Fi / Bluetooth when not in use;
- do not make your identification data for the Service (SMS codes, passwords to the Customer's Profile) available to any third parties and, when entering them, keep them discreet.

Attachment No. 2 to the Mokka Service Terms & Conditions

Declaration of withdrawal from the Service of creating and maintaining the Customer Profile in the Mokka Service

I, the undersigned, [First name] [Middle name] [Surname]

proving my identity with identity card [ID No.]

having a PESEL number [PESEL]

residing in

[Locality], [Street name], [Street number], [Apartment number], [Postcode]

hereby declare that I withdraw from the Service of creating and maintaining the Customer Profile on the Mokka Website provided electronically by REVO TECHNOLOGIES IFN S.A.

[date and signature of the User]

[This declaration should be sent by post to the address of REVO TECHNOLOGIES IFN S.A., or to the email address: asistenta@mokka.ro , within 14 days of creating the Customer Profile in the Mokka Service.

Submission of this declaration leads to deactivation of the Customer Profile (to the extent that its maintenance is not necessary for full execution and closing of the debt from the Renewable Credit Limit Agreement concluded with Revo) and inability to further use the Service in the scope requiring the Customer Profile.]