

HAYLEND

Terms and Conditions

Cross-Border Deposit Marketplace

By using “<haylend.com>” and any of its subdomains and subdirectories You unconditionally accept the terms and conditions provided in this document:

1. Definitions

Following words and expressions in this document shall have the following meanings:

Terms and Conditions shall mean this document, which shall constitute a binding document between You and Haylend.

Haylend shall mean Haylend Private Limited Company, registered at Tallinn, Estonia, registration code 14618732; Harju maakond, Tallinn, Kesklinna linnaosa, Pärnu mnt 10, 10148 Contacts: info@haylend.com, +374 93448324 Arus Khudaverdyan.

Haylend.com shall mean the website at <haylend.com>, any subdomains and subdirectories, materials and information published there, which includes but is not limited to any information, interface, design, functionality, that You were provided access to.

Account shall mean an access to an interface at Haylend.com, the purpose of which is the provision and management of Your PD and possibility to establish a customer-bank relationship with a Partner Bank in accordance with Terms and Conditions.

You shall mean a person, who has submitted required information to Haylend.com and has agreed to the Terms and Conditions.

Third Party shall mean any person which is not You or Haylend.

Partner Bank shall mean a deposit accepting bank inside or outside EU that is provided information about at Haylend.com.

DAO shall mean **deposit account offer information** of the Partner Bank offered solely in their jurisdiction: DAO does not constitute a public offer that You can accept: for the purpose of conclusion of a deposit agreement with the terms of DAO, You and the respective Partner Bank shall come to a separate agreement via the respective interface at Haylend.com: You will be explicitly informed about the offer or acceptance of the Partner Bank to conclude a deposit agreement.

PD shall mean private data, which You submit to Haylend and which is subject to processing in accordance with the Privacy Policy.

Privacy Policy shall mean the document, to which You agree when registering at Haylend.com for the purpose of processing Your PD.

GDPR shall mean General Data Protection Regulation of EU.

EU shall mean the European Union.

KYC any procedure, order or protocol aimed at identification of Your person and Your suitability for the establishment of a customer relationship between You, Haylend or the Partner Bank. KYC is conducted by Haylend, the Partner Bank as well as can be conducted by a Third Party hired by Haylend or the Partner Bank for that purpose.

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2. Object and purpose of the Terms and Conditions

Haylend publishes information about DAOs of Partner Banks via Haylend.com.

When registering at Haylend.com You provide Haylend with required PD and grant Haylend consent on its processing in conformity with the Privacy Policy.

After the registration at Haylend.com You can study the DAOs of Partner Banks and use the respective interface in Your Account to request Haylend to transfer Your PD to the selected by You Partner Bank for the purpose of negotiation or conclusion of respective deposit agreement.

At Your request to establish a customer-bank relationship with a selected Partner Bank, Haylend will transfer Your PD to the Partner Bank. By the results of KYC, if the Bank agrees to accept to establish a customer-bank relationship with You, You can conclude a deposit agreement with Partner Bank with the respective DAO terms and conditions via the respective interface at Haylend.com.

3. Information

All the information at Haylend.com about the Partner Banks and DAOs are provided as general information and do not constitute ads for DAO offers.

You shall Yourself completely and thoroughly read, understand and evaluate at Your own risk and discretion the information published at Haylend and the respective websites of Partner Banks to which You chose to establish a legal relationship with.

Haylend can unilaterally and without notification change, update or remove the information published at Haylend.com.

4. Usage of the Account

You shall ensure that Your Account is accessed and managed solely by You and Haylend.

You shall not provide access, including passwords, account recovery links or codes, remote management or access to Your Account to any Third Party.

When providing information about Your bank account, You warrant that the financial means on that bank account are Your own means, and are obtained and kept with respective legal ground.

When providing information to Haylend or the Partner Bank, You may be asked to provide additional warranties, guarantees and declaration regarding Your suitability for the legal relations.

5. Access to confidential information

The information that You submit to a Partner Bank may constitute a commercial, banking or other secret/confidential information.

You agree that any information, including the confidential information, submitted to the Partner Bank, regardless of the conditions agreed on with the Partner Bank for their submission, can be shared with Haylend by the Partner Bank.

6. Disclaimer

You understand and agree that Haylend does not suggest, endorse, advertise, promote, counsel, advise on any matter in relation to establishment of relationship with Partner Banks, conclusion of deposit agreements and depositing financial means with the Partner Banks, Haylend does not provide guarantees or warranties of any type in relation to any matter, including, but not limited to

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Your deposit, its profitability, guarantees of return, income, the activity and business conduct of the Partner Bank, and any and all other matters.

Any response to any question or matter addressed to Haylend shall not constitute an advice, whatsoever, either.

You understand that Haylend is **NOT** a financial institution, nor a payment settlement institution, bank or credit organization, credit intermediary, investment agent, investment intermediary whatsoever.

You understand and agree that by selecting a Partner Bank, providing it with Your PD and establishing legal relationships with the latter, You act on Your own risk and responsibility at the jurisdiction and under the laws of the jurisdiction of the Partner Bank.

Haylend does not have access to Your bank accounts and does not keep financial means on Your behalf.

7. Exclusion of responsibility

Haylend does not keep or manage Your deposits and is not responsible for the funds transferred to Partner Banks.

Haylend is not an agent of a Partner Bank and does not operate in the name of the latter as assignee, or commissioner or agent.

Haylend does not represent You and does not act in Your name and Your account either: all Your relationships with the Partner Bank are separate from Haylend.

Haylend does not bear any kind of liability before You for any and all damages, if such occur as a result of usage of Haylend.com or the establishment of relationship with the Partner Bank, as a result You hereby also waive and free Haylend of any material liability before You.

8. End user license agreement

If it is not provided otherwise, all rights to Haylend.com belong to Haylend.

Haylend provides You with an inalienable license to use Haylend.com free of charge, including to load Haylend.com as is and without any warranty, display, operate, store in accordance with conditions provided in Terms and Conditions.

You DO NOT have right in any way to sell Haylend.com, to give for rent, lend, translate Haylend.com, alter, adapt, process or perform any other alteration of Haylend.com, publicly transmit, publicly perform, publicly show, broadcast, rebroadcast, or show by cable.

The license for the usage of Haylend.com provided in Terms and Conditions is for the term of the Account.

The permission to use Haylend.com can be at any time changed or cancelled unilaterally, without notifying You in addition.

You bear material responsibility before Haylend for the breach of this end user license agreement, which includes compensation of all the damages (including missed profits), and including the damages that have been caused as a result of any Your action without Your fault.

9. Termination of Terms and Conditions

Haylend shall have right to unilaterally renounce the performance of Terms and Conditions at any time by notification to You as set in Terms and Conditions. In such case Your Account at Haylend.com can be deleted by Haylend.

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In case of renunciation of Terms and Conditions or termination of relations between Haylend and You for any other ground, it shall not result in termination of any existing agreement with a Partner Bank, for which You shall care in separate.

10. Notifications

Notifications to You by Haylend can be made by sending a short message to the provided phone number or to the e-mail registered in Haylend.com or notifying You via Haylend.com notification system.

Electronic notifications sent to You or received from You via the exchanged via Haylend.com or Your Account contacts shall constitute proper notifications.

Notifications by You shall be made in writing or electronically at Haylend.com or at the publicly available contact addresses published at Haylend.com.

11. Applicable law

Terms and Conditions shall be fully governed by the laws of the Republic of Estonia, with the exclusion of norms of private international law.

12. Resolution of disputes

All the disputes between You and Haylend arising out of Terms and Conditions shall be subject to negotiation and final settlement at the respective court.

13. Final provisions

Haylend has the right to make changes to the Terms and Conditions at any time by publishing them at Haylend.com, as well as by informing You via notification or email. Any version of the Terms and Conditions that is published at Haylend.com replaces all previous versions and takes effect immediately upon publishing or from the effective date as indicated therein.

If any part of the Terms and Conditions are held to be illegal or otherwise unenforceable, the remainder of the Terms and Conditions shall still apply.