TERMS AND CONDITIONS GOVERNING THE PROVISION OF CROWDFUNDING SERVICES BY ONE THREE CAPITAL

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TERMS

Terms and Conditions	This document.
One Three Capital	"One Three Capital Société Anonyme Crowdfunding Services Provider" (in Greek: «One Three Capital Ανώνυμη Εταιρεία Παροχής Υπηρεσιών Συμμετοχικής Χρηματοδότησης»). One Three Capital is a Crowdfunding Service Provider within the meaning of Regulation (EU) 2020/1503, duly authorised by the Hellenic Capital Market Commission pursuant to Decision no. 2/1043/27.12.2024 of its Board of Directors
Hellenic Capital Market Commission	The Hellenic Capital Market Commission, having its registered seat at 3-5 Ippokratous Street, Athens 106 79, Greece, tel.: +30 2103377100.
Secupay	A payment institution registered with the register of payment entities of the competent supervisory authority for financial institutions in Germany under registration number 10126737 and authorised within the European Union to carry out its activities as a payment service provider without permanent establishment in accordance with the applicable legislation. Secupay intermediates any payment transaction relating to Transferable Securities and Corporate Shares through the Platform in accordance with these Terms and Conditions.
LenderKit	
Shufti	A specialised technology provider established in Estonia (Sepapaja tn 6, Lasnamäe linnaosa, Tallinn, Harju maakond, 15551), with registration number 16535693, responsible for the design and implementation of the technical architecture of the Platform, its functionality and technological support, pursuant to a relevant agreement with One Three Capital.
	"Shufti Pro Limited", a company established in the United Kingdom (Coppergate House, 10 Whites Row, E1 7NF, London), with registration number 11039567, which provides identification and verification services through the Platform pursuant to a relevant agreement with One Three Capital.
Platform	The website ovolus.com managed by One Three Capital for the provision of crowdfunding services. The Platform constitutes a publicly accessible internet-based information system within the meaning of Regulation (EU) 2020/1503.
Investor	Any natural or legal person that accepts these Terms and Conditions and submits, through the Platform, an offer to invest in crowdfunding projects for the purpose of acquiring Transferable Securities or Corporate Shares for crowdfunding purposes.

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Sophisticated Investor	Any natural or legal person who is a professional client pursuant to points (1), (2), (3) or (4) of Section I of Annex II to Directive 2014/65/EU or any natural or legal person who has obtained the approval of One Three Capital to be treated as a Sophisticated Investor in accordance with these Terms and Conditions.
Non-Sophisticated Investor	An Investor who is not a Sophisticated Investor.
Project Owner	Any legal person that has accepted these Terms and Conditions and seeks to raise funding through the Platform.
Users	Collectively, the Investors (Sophisticated and Non-Sophisticated) and the Project Owners, irrespective of whether they maintain active investments or active Crowdfunding Offers, respectively, on the Platform.
Project	The business activity or activities for which a Project Owner seeks or obtains funding through a Crowdfunding Offer.
Crowdfunding Offer	Any communication or announcement made by One Three Capital through the Platform presenting sufficient information on the terms of the offer and the Project being offered so as to enable an Investor to invest in the Project.
Funding Account	The electronic wallet of the Project Owner with Secupay linked to its account with One Three Capital.
Key Investment Information Sheet	A document drawn up by a Project Owner seeking to raise funding through the Platform, which complies with the requirements of Article 23 and Annex I of Regulation (EU) 2020/1503, as well as Commission Delegated Regulation (EU) 2022/2119.
Transferable Securities	Shares or bonds issued by the Project Owner or the Special Purpose Vehicle in accordance with these Terms and Conditions.
Corporate Shares	Corporate units under Law 4072/2012 issued by the Project Owner or the Intermediary Entity in accordance with these Terms and Conditions.
Bulletin Board	A bulletin board enabling Investors to advertise their interest in the purchase and sale of Transferable Securities and Company Shares in accordance with these Terms and Conditions. The Bulletin Board functionality is not yet available on the Platform.
Intermediary Entity	A company incorporated exclusively for the purpose of acquiring a real estate asset and issuing Transferable Securities or Corporate Shares within the framework of crowdfunding services for the acquisition of such asset, in accordance with these Terms and Conditions.

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Regulation (EU) 2020/1503	Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937, as in force from time to time.
Implementing and Delegated Regulations under Regulation (EU) 2020/1503	Commission Delegated Regulation (EU) 2022/2111 — regulatory technical standards specifying conflicts of interest requirements for crowdfunding service providers.
	Commission Delegated Regulation (EU) 2022/2112 — regulatory technical standards specifying requirements and arrangements for the application for authorisation as a crowdfunding service provider.
	Commission Implementing Regulation (EU) 2022/2113 — implementing technical standards for the exchange of information between competent authorities regarding investigation, supervision and enforcement activities concerning European crowdfunding service providers for business.
	Commission Delegated Regulation (EU) 2022/2114 — regulatory technical standards specifying individual portfolio management of loans, knowledge test and simulation of the ability to bear loss for prospective non-sophisticated investors.
	Commission Delegated Regulation (EU) 2022/2116 — regulatory technical standards specifying requirements and arrangements regarding business continuity plans for crowdfunding service providers.
	Commission Delegated Regulation (EU) 2022/2117 — regulatory technical standards specifying requirements, standard formats and procedures for complaint handling.
	Commission Delegated Regulation (EU) 2022/2119 — regulatory technical standards specifying the key investment information sheet.
	The above regulations shall be construed as amended and in force from time to time.
Directive 2015/849	Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended and in force from time to time.

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Directive 2014/65/EU	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended and in force from time to time.
Directive (EU) 2015/2366	Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, as amended and in force from time to time.
Directive 2014/49/EU	Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes.
Directive 97/9/EC	Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes.
Law 4557/2018	Greek Law 4557/2018 entitled “Prevention and suppression of money laundering and terrorist financing (transposition of Directive (EU) 2015/849) and other provisions” (Government Gazette A’ 139), as amended and in force from time to time.
Law 4548/2018	Greek Law 4548/2018 entitled “Reform of the law on sociétés anonymes” (Government Gazette A’ 104), as amended and in force from time to time.
Law 4072/2012	Greek Law 4072/2012 entitled “Improvement of the business environment – New corporate form – Trademarks – Real Estate Brokers – Regulation of shipping, ports and fisheries matters and other provisions” (Government Gazette A’ 86), as amended and in force from time to time.

CHAPTER I
GENERAL INFORMATION

1. SUBJECT MATTER

1.1. The purpose of this document is to regulate the terms and conditions governing the relationship between "**ONE THREE CAPITAL SOCIÉTÉ ANONYME CROWDFUNDING SERVICES PROVIDER**" hereinafter "**One Three Capital**" and the Investors and Project Owners, hereinafter collectively the "Users", as such terms are defined above, in relation to:

> **1.1.1.** The conditions for Users' registration with and access to the Platform, which operates through the website ovolus.com.
> **1.1.2.** The crowdfunding services provided by One Three Capital, for the purpose of Investors' participation in companies, in particular small and medium-sized enterprises and start-ups, as well as in companies whose purpose is the acquisition of real estate assets published on the Platform.
> **1.1.3.** The services provided by One Three Capital to Project Owners for the publication and promotion of Crowdfunding Offers through the Platform.

1.2. In all other respects, the relationship between the Investors and the Project Owner shall be governed by the terms of the relevant information and transaction documents governing each Crowdfunding Offer, which shall include, where required, these Terms and Conditions.

1.3. By accepting these Terms and Conditions, the User fully, unconditionally and irrevocably accepts the framework governing the use of the Platform, including the application of:

i. the charges, fees and expenses of any kind imposed by One Three Capital on Users for the services provided;
ii. the liability regime set out in this document; and
iii. any obligations arising from the use of the Platform and the User's participation therein as a registered Investor or Project Owner.

1.4. These Terms and Conditions do not create any agency, partnership, joint venture or employment relationship between One Three Capital and the User.

1.5. These Terms and Conditions, the Platform terms of use, the privacy policy, any special terms accepted by the User upon registration or participation in one or more Crowdfunding Offers through the Platform, as well as any general or special mandate, document or agreement signed, to be signed or otherwise approved by the User, constitute a single and indivisible agreement and comprise the entire agreement between the User and One Three Capital, constitute and supersede any prior undertakings and agreements between the parties. It is clarified that these Terms and

Conditions are available to the User for reading and downloading on a durable medium.

1.6. Unless otherwise provided herein, in the event of any conflict between any provisions of these Terms and Conditions and provisions included in any general or special mandate, document or agreement signed or otherwise approved by the User, the provisions of the specific contractual documents shall prevail over this document.

2. IMPORTANT INFORMATION

In accordance with Regulation (EU) 2020/1503, One Three Capital informs Users of the following:

2.1. General Information

2.1.1. The company "ONE THREE CAPITAL SOCIÉTÉ ANONYME CROWDFUNDING SERVICES PROVIDER" has its registered seat in Marousi, Attica, at 21 Sifnaion Aggeioplaston Street, P.C. 15125, Greece, holds Tax Identification Number 802563771 and is registered with the General Commercial Registry ("G.E.MI.") under number 178674907000.

2.1.2. One Three Capital is a crowdfunding service provider within the meaning of Regulation (EU) 2020/1503, duly authorised by the Hellenic Capital Market Commission pursuant to Decision no. 2/1043/27.12.2024 of the Board of Directors of the Hellenic Capital Market Commission. In particular, One Three Capital is authorised to provide the following services:

2.1.2.1. The placing without a firm commitment[1] basis of transferable securities or corporate shares for crowdfunding purposes issued by Project Owners or Intermediary Entities, and the reception and transmission of Investors' orders[2] in relation to such transferable securities or corporate shares for crowdfunding purposes, in accordance with these Terms and Conditions;

2.1.2.2. The operation of a bulletin board within the meaning of Article 25 of Regulation (EU) 2020/1503, in accordance with clause 7 hereof.

2.1.3. One Three Capital is the owner of the Platform, whose domain name is www.ovolus.com. The Platform is based on a certified crowdfunding application development template, pursuant to a cooperation agreement between One Three Capital and the specialised technology provider LenderKit, established in Estonia (Sepapaja tn 6, Lasnamäe linnaosa, Tallinn, Harju maakond, 15551). The information and content included on the Platform constitute intellectual and industrial property of One Three Capital. Without the prior written permission of One Three Capital, the

[1] As referred to in point (7) of Section A of Annex I to Directive 2014/65/EU.
[2] As referred to in point (1) of Section A of Annex I to Directive 2014/65/EU.

acquisition, reproduction, distribution, transfer, modification, exploitation or public communication of such information and content for any use other than that provided for in these Terms and Conditions is strictly prohibited.

2.1.4. One Three Capital publishes Projects on its Platform, in which Investors may provide funding to a Project Owner for the purpose of financing businesses, in particular small and medium-sized enterprises and start-ups, and/or financing companies for the purpose of acquiring real estate assets.

2.1.5. One Three Capital is not an investment firm, a payment services institution or a credit institution. Therefore:

the crowdfunding services provided by One Three Capital are not covered by the deposit guarantee scheme established in accordance with Directive 2014/49/EU;.

the Transferable Securities and Corporate Shares acquired through the Platform are not covered by the investor compensation scheme established in accordance with Directive 97/9/EC;

the information published on the Platform in relation to Crowdfunding Offers does not constitute investment advice, but is in the nature of general marketing communications.

2.1.6. Any decision taken by the User constitutes an informed and independent decision and is not based on any agreement or relationship between the User and One Three Capital, or on any recommendation by One Three Capital. One Three Capital does not provide investment, legal, tax or any other type of advice in relation to the Crowdfunding Offers and/or the transactions carried out through the Platform concerning Transferable Securities or Corporate Shares for crowdfunding purposes. Any information provided on the Platform, including documents and data relating to Crowdfunding Offers, does not constitute an investment recommendation or inducement to make an investment. The Investor is solely responsible for assessing the Crowdfunding Offers available on the Platform and for ultimately taking investment decisions, and must consult a specialised financial, legal or tax adviser before making any investment. One Three Capital recommends that the User carefully review all available information relating to the crowdfunding services it provides, as well as the Projects available on the Platform from time to time, before making any investment through it.

2.1.7. Prior to the publication of any Crowdfunding Offer on the Platform, One Three Capital conducts due diligence on the relevant Project Owner and the specific Project, in accordance with the requirements of Regulation (EU) 2020/1503, the EU implementing and delegated regulations adopted thereunder, and clause 15 hereof. However, the information published on the Platform in relation to Crowdfunding

Offers has not been approved ad hoc by the Hellenic Capital Market Commission or any other supervisory authority.

2.1.8. One Three Capital has not reviewed or approved any information relating to the Project or the Crowdfunding Offer other than the information and transaction documents referred to in clause 4.4 hereof. Documents or information that are not available through the dedicated fields of each individual Crowdfunding Offer on the Platform, where the official information documents of the Project or Crowdfunding Offer are uploaded, constitute “individual communications” between the Project Owner and the Investor, and One Three Capital shall be released from any liability in this respect. Likewise, documents or information made available outside the above fields of the Platform, including, indicatively, documents on the Project Owner’s website, updates through the Platform’s newsfeed, social media profiles or other sources, do not form part of the Crowdfunding Offer. One Three Capital shall not be liable for information provided on the Platform’s newsfeed or for documents and other data relating to the Project or the Crowdfunding Offer that are not included in the above documentation. The content of the Platform’s newsfeeds is intended solely for informational purposes. One Three Capital is not obliged to update such content and reserves the right to amend or delete it at any time, without prior notice to the User.

2.1.9. Payments made between Investors and Project Owners in relation to Crowdfunding Offers, which are instructed through the Platform, are outsourced to the payment service provider Secupay, a payment institution established in Germany (Goethestraße 6, 01896 Pulsnitz), registered in the register of payment entities of the competent supervisory authority for financial institutions in Germany, namely the Federal Financial Supervisory Authority, in German “Bundesanstalt für Finanzdienstleistungsaufsicht” / BaFin, under number BaFin-ID 10126737, and authorised in the EU to carry out its activities as a payment service provider without permanent establishment, in accordance with the applicable legislation.

2.1.10. During the process of registration on the Platform, the Project Owner must accept Secupay’s terms and conditions, which govern its relationship with that payment services entity, and proceed with the opening of a payment account, namely an electronic wallet linked to the One Three Capital account, with Secupay, hereinafter the “Funding Account”. For this purpose, Project Owners must designate a bank account linked to the above Funding Account. Project Owners are obliged to provide One Three Capital with any necessary information for the opening of the Funding Account. In any event, the relationship between the Project Owner and Secupay is independent from the relationship between the Project Owner and One Three Capital, without prejudice to the provisions of Chapter III of these Terms and Conditions. The Project Owner expressly and unreservedly declares that it has carried out all checks, reviews and analyses before deciding to open a payment account with Secupay. One Three Capital bears no liability for delays, errors or breaches by Secupay in the provision of payment services. Furthermore, the Project Owner acknowledges and accepts that, in order to create an account on the Platform, completion of its identification and verification by Shufti Pro Limited, established in the United Kingdom (Coppergate House, 10 Whites Row, E1 7NF, London), may be required, in accordance with Shufti Pro Limited's own terms and conditions. In such case, the provisions of clause 2.1.11 hereof shall apply *mutatis mutandis*, to the extent applicable to the Project Owner's identification and verification process.

2.1.11. During the process of registration on the Platform, the Investor is subject to identification and verification by Shufti, in accordance with Shufti's terms and conditions. To complete registration, the Investor must declare a bank account of which the Investor is the beneficiary and select a payment method, namely either bank transfer or the use of a credit or debit card, while also providing the corresponding details. Such payment instruments shall be used, as applicable, for crowdfunding purposes through the Platform. Subject to the successful completion of the Investor's identification and verification process and the Investor's registration process on the Platform, and within the limits and subject to compliance with all other Terms and Conditions hereof, including additional requirements for Non-Sophisticated Investors or other specific arrangements provided herein, the invested funds shall be deposited, as applicable, from a bank account or credit or debit card into the Funding Account and shall be remitted directly to the Project Owner, upon instruction by One Three Capital, in accordance with Chapter III hereof. The Investor expressly and unreservedly declares that they have fully understood Shufti's terms and conditions governing their identification and verification, and acknowledges that the full and successful completion of such process, as well as the declaration of the relevant bank account, constitute necessary prerequisites for investing in crowdfunding projects through the Platform. In this context, the Investor undertakes to provide all required information and to take all actions necessary for the completion of the identification and verification process by Shufti. In the event that the Investor delays in providing the required information or, for any reason, the identification and verification or registration process is not completed, the Investor acknowledges and accepts that participation in crowdfunding projects will not be possible. The verification of the Investor's identity may be carried out at any time, upon request by Shufti and/or One Three Capital. In the same context, Shufti and/or One Three Capital may require registered Investors to update their identification documents and/or the declared bank account for crowdfunding purposes. The Investor fully releases One Three Capital from any liability for any direct or indirect loss, loss of profits, or any other financial or related loss arising as a result of any delay in, or failure to complete, the identification and verification process by Shufti.

2.2. Risk warnings

2.2.1. By accepting these Terms and Conditions, the Investor expressly and unreservedly acknowledges that they have been fully informed by One Three Capital of the risks involved in making investments through the Platform, such as:

- **The risk of total or partial loss of the invested capital**
- **The risk of not achieving the expected returns**
- **The liquidity risk of the investment**

2.2.2. Before making any investment decision, the Investor must carefully assess the selected Project, all relevant investment risks, and review all available information and the relevant information and transaction documents governing the respective Crowdfunding Offer in which the Investor intends to invest, either independently or with the assistance of an independent adviser. Before making any investment through the Platform, the Investor is advised to provide complete and up-to-date information regarding their investment experience, level of knowledge, sustainability preferences and ability to assume investment risk, by completing the Appropriateness Assessment Questionnaire referred to in clause 5.1.2, which is made available on the Platform for that purpose. In addition, the Investor must carry out a simulation of the Investor's ability to bear losses, using the dedicated online calculation tool referred to in clause 5.1.1. Notwithstanding the foregoing, however, the Investor acknowledges and accepts that investments through the Platform entail significant risks, including, indicatively, the following:

(a) Risk of loss of capital:

The investment is not protected and there is a possibility of losing the entire invested capital. No guarantee of return is provided.

(b) Liquidity risk:

The investment may not be capable of being liquidated easily or immediately. Usually, no secondary market exists, and the Investor may need to wait for a long period of time until the return of capital or yield.

(c) Risk of not achieving returns:

Any projected or targeted return constitutes an estimate and not a guarantee. Income or gains may be lower than expected or may not materialise. Distributions may be delayed, reduced or not made.

(d) Real estate market risk:

The value of real estate assets may decrease due to economic conditions, changes in interest rates or local market factors, which may result in loss of capital.

(e) Project or development risk:

Projects may face delays, cost overruns, permitting issues or operational difficulties, which may significantly reduce or eliminate the expected return.

(f) Manager or project contractor risk:

The performance of the investment depends on the implementing or managing entity. Inadequate management, financial distress or improper conduct may adversely affect the outcome.

(g) Leverage risk:

Projects may be financed through borrowing. In the event of inability to service debt obligations, lenders are satisfied in priority to investors.

(h) Limited investor control:

The Non-Sophisticated Investor has no substantial ability to intervene in or control management, financing or investment exit-timing decisions.

(i) Tax and regulatory risks:

Changes in tax or regulatory legislation may adversely affect the return on the investment.

(j) Platform discontinuance risk:

In the event of discontinuance of the Platform's operation, the Investor may no longer have access to the investment management environment or support services. Although a business continuity plan exists, it may not cover all actions required for the protection or recovery of investments, and the Investor may need to act independently vis-à-vis the Project Owner.

(k) Risk of additional costs:

In the event of payment delays, default or financial difficulties of the Project Owner, additional costs may arise, including, indicatively, court, legal, debt collection or investor representation costs, which may be borne, in whole or in part, by the Investor.

(l) Limitation of Platform actions:

The Platform is not obliged to initiate judicial or extrajudicial proceedings on behalf of Investors, unless expressly provided otherwise in the crowdfunding terms of a specific Project.

(m) Risk of non-completion of funding:

If a Project does not raise the required funding amount within the prescribed deadline, it may not be implemented and the investment may not be made or may be cancelled in accordance with the crowdfunding terms of the respective Project.

This category of investments may not be suitable for Investors who:

- Cannot financially withstand a potential loss of capital
- Need access to their funds in the short term,
- Or do not fully understand the relevant risks.

Investing through the Platform, in particular in projects involving real estate or equity participation structures, is considered a high-risk investment and is not suitable for all retail investors. The Investor may lose part or all of the amount invested.

The Investor expressly and unreservedly declares that the Investor has taken note of, fully understood and accepts the above risks before making any investment through the Platform.

2.2.3. One Three Capital does not guarantee compliance by the respective Project Owner with the crowdfunding terms, the successful raising of the target amount of each Crowdfunding Offer, its implementation, or the achievement of any specific positive return from the investment. The Investor's registration on the Platform and the Investor's commitment to participate in Projects shall not, under any circumstances, constitute an assurance or guarantee by One Three Capital in relation to the foregoing. Likewise, the publication of a Project on the Platform does not constitute a guarantee or assurance by One Three Capital towards the Project Owner as regards the raising of the target amount.

CHAPTER II
TERMS OF REGISTRATION AND ACCESS TO THE PLATFORM

3. TERMS OF REGISTRATION AND ACCESS OF USERS – COMMON PROVISIONS FOR INVESTORS AND PROJECT OWNERS

3.1. Access to the Platform is free, except for the areas where a password is required, which shall be selected by the User during the registration process, subject to the fact that such password may be modified in the future at the initiative of the User and/or One Three Capital. In order to access the areas intended for registered users, the User must follow the registration process as described in clause 3.2.

3.2. For the User's registration on the Platform, the User is required:

3.2.1. to enter the User's email address, a username and a personal and unique password,

3.2.2. to accept One Three Capital's Privacy Policy and these Terms and Conditions, including Secupay's terms and conditions, pursuant to which the User identification process (Know Your Customer/KYC) is carried out,

3.2.3. to submit the necessary identification documents in the corresponding fields of the Platform, in accordance with Secupay's requirements.

3.2.4. to complete, if requested, through the Platform, the identification process carried out by Shufti, in accordance with the terms and conditions governing its services.

Completion of the registration process on the Platform is subject to the successful identification of the User by Secupay and, as applicable, Shufti, as provided in the terms and conditions governing the services of the those providers and in accordance with these Terms and Conditions.

3.3. Where the Investor is a legal person, such legal person is obliged to expressly notify One Three Capital of the person or persons authorised to submit instructions for the execution of transactions for the execution of transactions for crowdfunding purposes, in accordance with Chapter III. Furthermore, proper and orderly conduct of crowdfunding transactions through the Platform, the User that is a legal person declares that it accepts to notify One Three Capital in writing and without delay of any change to its corporate name, address or registered seat, as well as any revocation or change of its power of representation, in particular any power of attorney granted, by notice to One Three Capital. This notification obligation shall apply even where the granting of a power of representation or agency is published or registered in public registers or records and the revocation or change thereof is likewise subject to publication or registration. Any act of One Three Capital towards the representative or agent of the legal person shall be deemed valid, provided that One Three Capital has not been notified in writing of any revocation or change of representation or agency. In the event of any dispute concerning the giving of orders for the execution of transactions or any other matter vis-à-vis One Three Capital, the latter reserves the right to terminate the operation of the legal person's account on the Platform until the final resolution of the dispute and/or to delete the account in accordance with clause 20 hereof. Furthermore, the legal person undertakes to notify One Three Capital of any material change affecting it, including, indicatively, any change of corporate form, merger, filing of an application for declaration of bankruptcy or placement under compulsory administration or any legal status or insolvency proceeding having equivalent legal effects.

3.4. In all other respects, for the creation of an account on the Platform, clauses 4 and 5 for Investors and clause 6 for Project Owners of these Terms and Conditions shall apply.

3.5. In order to be accepted by One Three Capital either as Investors or as Project Owners, Users must be legal persons duly incorporated in Greece or in another Member State of the European Union, provided that One Three Capital has completed the procedure under Article 18 of Regulation (EU) 2020/1503, or natural persons over 18 years of age, with tax residence in Greece or in another Member State of the European Union, provided that One Three Capital has completed the procedure under Article 18 of Regulation (EU) 2020/1503.

3.6. The successful registration of the Project Owner on the Platform is subject to the completion and successful processing of the review procedure under Directive (EU) 2015/849 and the applicable legislative and regulatory framework from time to time for the prevention of money laundering and terrorist financing, hereinafter "AML/CFT". One Three Capital has assigned the verification of the identity of Project Owners and the conduct of AML/CFT checks to the entity providing payment services, Secupay. For this purpose, the Project Owner is obliged to provide Secupay and/or One Three Capital with all necessary documents, as determined under Directive (EU) 2015/849 and the applicable legislative and regulatory framework from time to time, for example identity document, tax clearance statement, utility bill. The Project Owner declares and accepts that failure to provide, or incomplete provision of, the documents required under Directive (EU) 2015/849 and the applicable AML/CFT legislative and regulatory framework from time to time entails the inability of Secupay to complete the relevant checks. Consequently, the opening of a Funding Account in Secupay's system and, by extension, the registration of the Project Owner on the Platform shall not be possible. Verification of the identity of the Project Owner may be carried out at any time, upon request by Secupay and/or One Three Capital. In the same context, Secupay and/or One Three Capital may require registered Project Owners to update their identification documents. By accepting these Terms and Conditions, the Project Owner accepts that the opening of a Funding Account or the transfer or withdrawal of funds from/to such account may not take place or may be suspended until the AML/CFT procedure is completed. One Three Capital shall bear no liability for any damage suffered by the Project Owner caused wholly or partly by any actions of Secupay and/or One Three Capital in compliance with the applicable legislative and regulatory framework, or upon request of any competent supervisory authority, such as, for example, delays in account creation or in the transfer of funds.

3.7. The participation of Investors in crowdfunding projects is subject to the successful completion of the identification process, as set out in clause 2.1.11 hereof. In this context, the making of investments and transfers or withdrawals of funds may not take place and/or may be suspended until identification is completed and, to the extent that such transactions are subject to AML/CFT checks, until such checks have been carried out. The Investor acknowledges and accepts that One Three Capital shall be fully released from any direct or indirect liability for any damage, including direct or consequential damage or loss of profits, arising wholly or partly from delays, suspensions or non-completion of identification, as well as from actions of One Three Capital or other providers carried out in compliance with the applicable AML/CFT legislative and regulatory framework.

3.8. In any event, One Three Capital may take the measures provided for under the applicable regulatory framework, including intervening in, investigating and/or notifying the competent authorities of Users' transactions through the Platform. In this context, One Three Capital reserves the right, at its absolute discretion and without incurring any liability, to refuse the registration or continued maintenance of the User as a Project Owner or Investor, as well as to terminate any relationship or transaction with the User, if, on the basis of AML/CFT checks, the identification checks carried out by Shufti and/or in the context of ongoing monitoring of compliance with the applicable AML/CFT regulatory and legislative framework, it appears that: (i) the User does not provide or update the required information and documents, (ii) there are findings, indications or reasonable suspicions linking the User, directly or indirectly, to AML/CFT related activities, and (iii) any transaction or conduct of the User may, in One Three Capital's reasonable judgment, expose One Three Capital or the Platform to regulatory risks. In any event, the User declares and warrants to One Three Capital that any funds of any nature deposited through the Platform for the purpose of the provision of crowdfunding services do not derive from unlawful acts or criminal activities within the meaning of Greek Law 4557/2018, as in force from time to time, and further that such funds are under the User's full ownership, possession and control, are genuine and free from encumbrances, seizures and claims, third-party pledges or restrictions, and inheritance or other disputes; otherwise, the User undertakes to compensate One Three Capital for any damage it may suffer as a result thereof.

3.9. For the purpose of proving the identity of the Client and/or the Client's agents or representatives, One Three Capital may rely on any document which, by law, is regarded as proof of the identity of a natural or legal person and of that person's representation or agency, in the context of carrying out checks on the User's legal standing, during anti-money laundering checks and in the context of User identification, in accordance with clauses 3.6 and 3.7, as applicable. One Three Capital shall not be liable for the validity, legal completeness or authenticity of the documents provided to it by the User.

3.10. Access to the Platform is effected by using the username and password, which are set by the User during the User's registration process, in accordance with clause 3.2. The combination of username and password constitutes the authentication credentials, which enable One Three Capital to identify the User as a registered User, either as an Investor or as a Project Owner, as applicable, and to authorise the User to access the User's profile on the Platform, either as an Investor or as a Project Owner, as applicable. The User's account on the Platform is personal to each User and is non-transferable. Accordingly, the use of third-party usernames and passwords is strictly prohibited, irrespective of the manner in which such usernames and/or passwords were obtained. Where the User uses the correct authentication credentials, One Three Capital shall consider that the User is the same person carrying out the activity on the Platform.

3.11. Registration as a User for the use of the Platform is free of charge, without prejudice to any fees that may apply for the provision of services by One Three Capital to Users. In addition, expenses or charges may apply, which shall be indicated to Users upon registration or shall appear at any time in the posted charges on the Platform, in accordance with these Terms and Conditions. The User acknowledges and accepts that both the Terms and Conditions and any fees indicated upon registration, as well as any charges stated on the Platform at any time, form part of the User's contractual relationship with One Three Capital.

3.12. The User may register on the Platform only once. The creation or maintenance of more than one account by the same User, irrespective of whether different email addresses or other identification details are used, is expressly prohibited. In the event of breach of this clause, One Three Capital may suspend or delete any or all of the User's accounts, without notice and at its absolute discretion, in accordance with clause 20 hereof.

3.13. The User is obliged always to use the Platform and the services included therein or provided thereby in accordance with the instructions provided by One Three Capital through the Platform, and always in accordance with applicable law and the intellectual property rights of One Three Capital and any third party. During use of the Platform, the User's consent may be requested for the acceptance of additional or special terms or conditions applicable to specific procedures or sections. **Users are obliged to read carefully any additional terms or conditions and proceed with their acceptance, by clicking the relevant acceptance button displayed together with the relevant conditions or terms, after having fully understood them and as an indication of their willingness to accept them.**

3.14. Any User or third party is prohibited from carrying out any act that entails access to data of the Platform or of the Platform's servers and/or causes damage, alterations or unauthorised modifications to the content of the Platform. One Three Capital reserves the right to block access to the Platform for any User or third party who breaches this clause or any relevant provision of applicable law and to take any necessary and lawful measure to protect the Platform, its data and its users.

3.15. One Three Capital seeks to maintain the operation of the Platform with the best possible availability and quality, with a view to the continuous and uninterrupted operation of the Platform as a publicly accessible internet-based information system within the meaning of Regulation (EU) 2020/1503. However, technical interventions may be required for the maintenance and updating of the Platform's tools and content, which may result in the temporary suspension of its availability. In order to minimise the impact on Users, One Three Capital generally schedules such works during hours of reduced traffic. Where scheduled update, change or technical maintenance works of the Platform exist, the relevant information shall be published promptly on the Platform's website, in order to inform Users in good time. However, One Three Capital reserves the right to temporarily suspend access to the Platform at any time and without prior notice to Users, in order to carry out maintenance, repair, update or improvement works to its services and content, in accordance with the operational and security needs of the Platform and at its absolute discretion.

3.16. Users who are residents of or located in areas outside the EU and/or in Member States where One Three Capital has not completed the procedure under Article 18 of Regulation (EU) 2020/1503 shall not, in principle, be accepted by One Three Capital and shall not be provided with crowdfunding services. In any event, the User accepts and agrees that all crowdfunding services provided to the User take place within the Greek territory, or within the territory of EU Member States, provided that One Three Capital has completed the procedure under Article 18 of Regulation (EU) 2020/1503, irrespective of the place where the User is located when using the Platform or interacting with One Three Capital in any other manner. Consequently, the User acknowledges that the activities of the Platform are subject exclusively to the European legislative and regulatory framework, as applicable in Greece, and not to any other law of any state in which the User may be located at any time. The User expressly agrees not to make any claim or statement that the activities of One Three Capital are conducted in, or subject to, any legislative or regulatory framework outside Greece. At the same time, the User warrants that the User shall comply with the legislative and regulatory framework that may apply in the jurisdiction in which the User is located when using the Platform.

3.17. The authentication credentials, username and password, provided by One Three Capital for access to the Platform's services, as well as those selected or modified by the User, are strictly personal and confidential. The User is obliged to ensure their confidentiality and security, taking all necessary measures to prevent access by third parties. The User bears full responsibility for any use of the User's username and password, whether by the User, by an employee, representative or unauthorised third party. In addition, the User is responsible for all actions carried out through the Platform by anyone using the User's access details. One Three Capital shall bear no liability for any losses, damage or expenses arising from unauthorised access. In the event of unauthorised access, One Three Capital reserves the right to suspend or delete the User's account, in accordance with clause 20 hereof.

3.18. In the event of breach or suspected breach of the security of the User's username or password, the User is obliged to notify One Three Capital without delay. Such notification shall not release the User from responsibility for the secure keeping of the User's details in accordance with clause 3.17. If One Three Capital receives such notification or finds that the security of the authentication credentials may have been compromised, the User shall not be able to access the Platform until measures have been taken to verify the User's identity.

3.19. The decision as to whether a User will be accepted as an Investor or Project Owner belongs exclusively to One Three Capital. One Three Capital reserves the right not to accept a person as a User of the Platform, for any reason and without justification. One Three Capital shall bear no liability for any losses, damage or expenses that may arise due to the non-acceptance of a person as a User.

4. TERMS OF REGISTRATION AND ACCESS OF INVESTORS

4.1. Categorisation of Investors

4.1.1. With the exception of Clause 4.1.2 below, all Investors are automatically categorised by One Three Capital as Non-Sophisticated Investors, and accordingly the provisions of Clause 5 hereof shall additionally apply. A Non-Sophisticated Investor is any investor who does not meet the criteria of a Sophisticated Investor. Such categorisation ensures the highest possible level of investor protection in accordance with Regulation (EU) 2020/1503.

4.1.2. A Sophisticated Investor is an investor who possesses sufficient knowledge and experience in capital markets, is aware of the associated risks, and has the necessary financial resources to assume such risks without being exposed to excessive financial consequences. In order to be categorised as a Sophisticated Investor, the Investor must satisfy the criteria set out in Regulation (EU) 2020/1503, as well as the One Three Capital Investor Categorisation Policy.

More specifically, the following shall be treated by One Three Capital as Sophisticated Investors:

i) Any natural or legal person meeting the criteria of a professional client as set out in Annex II, Section I, Points (1), (2), (3) or (4) of Directive 2014/65/EU, provided that such person demonstrates that status to One Three Capital. For this purpose, an Investor who considers himself/herself/itself to be a Sophisticated Investor shall submit the relevant supporting documentation evidencing such status as a Sophisticated Investor to support@ovolus.com.

ii) Any natural or legal person who has obtained approval from One Three Capital to be classified as a Sophisticated Investor in accordance with the criteria and procedure set out in Annex II of Regulation (EU) 2020/1503. For this purpose, the Investor may submit a relevant application by completing the special form entitled "Application Form for a Non-Sophisticated Investor to be Treated as Sophisticated", which is available under the "General Information" section of the Platform. The said form, duly completed and accompanied by the supporting documents required in each case, shall be submitted by the Investor to One Three Capital by electronic mail at support@ovolus.com. One Three Capital shall approve the Investor's request unless it has reasonable grounds to doubt the accuracy of the information contained in the application. One Three Capital shall notify the Investor once the Investor's status has been confirmed. The approval referred to in this item (ii) shall remain valid for a period of two (2) years. Investors wishing to maintain their status as Sophisticated Investors after the expiry of such period shall submit a new request to One Three Capital.

In all cases, Sophisticated Investors are required to notify One Three Capital of any change that could affect their categorisation. If One Three Capital becomes aware that an Investor no longer fulfils the conditions that originally made the Investor eligible to be treated as a Sophisticated Investor, One Three Capital shall inform the Investor that the Investor will henceforth be treated as a Non-Sophisticated Investor.

4.2. Irrespective of whether the Investor is categorised as Sophisticated or Non-Sophisticated in accordance with this Clause 4, by accepting these Terms and Conditions and participating in a Crowdfunding Offer available on the Platform, **the**

Investor represents to One Three Capital that, in the Investor's opinion, the Investor possesses the experience and knowledge required to understand the risks associated with investments in crowdfunding projects and to make independent decisions regarding investments in start-up companies or companies at an early stage of development, as well as investments in the real estate sector.

4.3. Without prejudice to any higher minimum investment amount that may apply to a specific Crowdfunding Offer, the minimum permissible investment amount shall be five hundred euros (€500.00) per Investor. Investments below the above amount shall not be accepted and shall not be completed through the Platform.

4.4. Information Documents

4.4.1. Regardless of whether the Investor is categorised as Sophisticated or Non-Sophisticated in accordance with this Clause 4, each Investor shall have continuous access, through the Platform, to detailed information documents relating to each individual Crowdfunding Offer and each Project Owner, in the context of the crowdfunding services provided by One Three Capital. Such documentation shall be made available through the information section of each Crowdfunding Offer and shall include, at a minimum, the following:

4.4.1.1. Information regarding the Project Owner and the Project

i. The name, legal form and contact details of the Project Owner.

ii. Information regarding the natural or legal persons participating in the management of the Project Owner (directors, managers), as well as persons holding a qualifying holding[3] in the capital of the Project Owner (shareholders or partners).

iii. A detailed description of the Project Owner's business activities.

iv. A description of the Project, including its purpose, key characteristics, implementation strategy and prospects for success.

v. The amount sought to be raised through the Platform in respect of the relevant Crowdfunding Offer (target amount).

vi. The amount raised at any given time for the relevant Project.

vii. Information regarding any minimum or maximum investment amount, where applicable.

viii. The duration of the Crowdfunding Offer, namely the deadline for achieving the target amount.

[3] A direct or indirect holding in the Project Owner representing at least 10% of its share capital or voting rights.

ix. Information regarding the Project Owner’s history, reputation and professional experience, including any previous activity of the Project Owner on the Platform or on any other crowdfunding platform, where applicable.

x. Information regarding the financial position of the Project Owner.

4.4.1.2. The Key Investment Information Sheet (KIIS)

The relevant Key Investment Information Sheet (KIIS) shall be made available, prepared by the Project Owner in accordance with Article 23 and Annex I of Regulation (EU) 2020/1503, as amended from time to time, as well as Commission Delegated Regulation (EU) 2022/2119 (hereinafter referred to as the “Key Investment Information Sheet” or “KIIS”)

4.4.1.3. Information on Risks

A hyperlink to information on the risks associated with:

i. The financing of the relevant Project.

ii. The business sector to which the Project belongs.

iii. The relevant Project Owner.

iv. The Transferable Securities or Corporate Shares for crowdfunding purposes to be issued, provided that the crowdfunding terms and conditions are satisfied.

v. Any other relevant or specific risk, as applicable.

4.4.1.4. Information on the Progress of the Project

Where available, regular updates (project updates) regarding the progress of the Project shall be provided throughout the duration of the funding period.

4.4.1.5. Information on the Costs of the Investment

A detailed presentation of the costs associated with investing in each Project, including the cost structure, the applicable range of percentages and the allocation of the relevant costs between the Investor and the Project Owner.

4.4.1.6. Information regarding the Transferable Securities or Corporate Shares

i. The type and total number of Transferable Securities or Corporate Shares to be issued for crowdfunding purposes.

ii. The allocation of capital and voting rights before and after the issuance of the Transferable Securities or Corporate Shares.

iii. Any restrictions or encumbrances affecting the transferability of the Transferable Securities or Corporate Shares.

4.4.1.7. Information regarding the Intermediary Entity (if any)

In the event that an Intermediary Entity exists between the Investor and the Project Owner, the contact details, as well as the legal and corporate documentation of such entity, shall be made available.

4.4.1.8. Information regarding the Investor's Rights

Information regarding the existence and terms of the pre-contractual reflection period applicable to Non-Sophisticated Investors, in accordance with Article 22 of Regulation (EU) 2020/1503.

4.4.1.9. Information regarding the Complaints Handling Procedure

A hyperlink to the "General Information" section of the Platform shall be provided, where the applicable procedure through which an Investor may submit a complaint against One Three Capital is described, in accordance with the applicable regulatory framework and Clause 19 hereof.

4.4.2. The information documentation referred to in Clause 4.4. shall be made available in clearly designated and easily accessible sections within each Crowdfunding Offer's information area, in a manner ensuring that Investors receive unrestricted, complete and up-to-date information, both prior to making an investment and throughout the duration of the Crowdfunding Offer. Such documentation shall also be provided in a format that allows downloading, storage and printing, and shall be available in non-editable printable versions. In all cases, the documents referred to in Clause 4.4. shall always correspond to the most recent and current version, as resulting from communications between One Three Capital and the relevant Project Owner and as published on the Platform. Previous versions of the relevant information documentation, where such versions have previously been made available in the context of the same Crowdfunding Offer, shall be provided by One Three Capital upon the Investor's request and free of charge.

4.4.3 The Investor expressly represents and warrants to One Three Capital that, prior to submitting any investment offer through the Platform, the Investor has carefully read, fully understood and, at the Investor's own responsibility, evaluated all documentation made available through the Platform in accordance with this Clause 4.4. Failing this, the Investor shall refrain from submitting an offer in respect of the relevant Project. The Investor further acknowledges that the above documentation may be made available, in whole or in part, in the English language, depending on the country of establishment of the Project Owner or the Project Owner's choice. In such case, the Investor may request that One Three Capital provide a Greek translation of the Key Investment Information Sheet. Such translation shall accurately reflect the contents of the original document. The Investor acknowledges and accepts that One Three Capital shall use reasonable efforts to provide such translation within a reasonable period of time; however, One Three Capital does not guarantee its availability at any specific point in time. Accordingly, One Three Capital shall bear no liability whatsoever for any direct or indirect damage, loss or loss of profit that the Investor may suffer as a result of the translation of the Key Investment Information Sheet not being provided or made available in a timely manner.

Notwithstanding the foregoing, if the Investor does not possess sufficient knowledge of the English language, the Investor acknowledges that he/she may not be able to fully understand the risks, terms and characteristics of the Project. In such case, the Investor shall refrain from submitting an investment offer unless the Investor has first sought and obtained adequate clarification from a third party of the Investor's own choosing.

In any event, One Three Capital shall bear no liability whatsoever and is hereby expressly released from any direct or indirect liability in connection with the Investor's understanding or failure to understand any information, information documentation, Project or Crowdfunding Offer details, or any related terms made available through the Platform and/or by the Project Owner, irrespective of the language in which such information or documentation is drafted.

4.5. Funds may be transferred to the Funding Account at any time, subject to the necessary checks being carried out by One Three Capital, Secupay and/or Shufti (as applicable), in accordance with Clauses 3.6 and 3.7 hereof.

4.6. By entering an amount to be invested in the relevant field of the Crowdfunding Offer and clicking the "Invest" button, the Investor instructs One Three Capital to proceed with the disbursement of the invested capital in accordance with the crowdfunding terms and conditions governing the relevant Crowdfunding Offer. Subject to Clause 5.4 concerning the reflection period applicable to Non-Sophisticated Investors, the amount entered shall be transferred, either by debit/credit card or by bank transfer, in accordance with Clause 2.1.11, directly to the Funding Account. The disbursement shall be carried out upon the instruction of One Three Capital, in accordance with the provisions of Chapter III hereof.

4.7. In order to complete the investment, the Investor shall be required to undertake the following actions:

(i) to adhere to the crowdfunding terms and conditions applicable to the relevant Project by clicking the acceptance button in the "Invest" section of the relevant Crowdfunding Offer. It is clarified that, depending on the type of the relevant Crowdfunding Offer, the Investor may be required to perform certain actions through the Platform, such as confirming or selecting relevant information and terms communicated to the Investor, in order to complete participation in the relevant Crowdfunding Offer. In any event, upon submission of the investment and activation of the relevant acceptance button, the Investor shall be deemed to have fully, expressly and

unconditionally accepted all terms governing the relevant Crowdfunding Offer, as set out in the information documentation relating to the relevant Project in accordance with Clause 4.4. Such acceptance shall be recorded electronically by the system, which evidences the completion of the process by the Investor and documents the specific Project to which such acceptance relates.
(ii) to enter a specific investment amount in accordance with Clause 4.6.

(iii) to complete all actions required for providing the payment instruction and transferring the amount declared pursuant to item (ii), through the payment method designated in accordance with Clause 2.1.11, namely either by using a debit or credit card or by means of a bank transfer from a bank account to the relevant Funding Account. The above actions shall be carried out exclusively online through the Platform. Upon completion thereof, One Three Capital shall send an automated confirmation email to the Investor confirming receipt of the investment and completion of the relevant process through the Platform. The Terms and Conditions hereof, as well as the relevant information documentation relating to the specific Crowdfunding Offer, as accepted by the Investor, shall remain available for download through the Investor's Account on the Platform in accordance with Clause 1.5 hereof. Upon acceptance of such documents and submission of the investment amount instruction, the Investor shall become bound vis-à-vis One Three Capital and the Project Owner, thereby fully accepting all terms and conditions governing the relevant Crowdfunding Offer.

4.8. The Investor may invest multiple times in the same Project, if so desired, provided that any applicable maximum aggregate investment limit per investor for the relevant Project is not exceeded. For each additional investment, the Investor shall repeat the procedure described in Clause 4.7 in respect of each such additional investment and shall maintain sufficient available funds in the payment method designated in accordance with Clause 2.1.11, namely either a debit or credit card or a bank account, through which transactions for crowdfunding purposes are carried out.

4.9. If a Project achieves its predetermined target amount, One Three Capital shall notify all Investors who have participated therein in accordance with Clause 25.3 hereof. Such notification shall confirm each Investor's investment and shall include details of the transaction, such as the amount invested and the date on which the transaction was carried out. One Three Capital shall not be obliged to provide such notification where the same information is communicated directly to the Investor by the Project Owner.

4.10. In any event, One Three Capital shall provide the Investor with information regarding the status of the Investor's investment upon the Investor's request. Such information shall be provided in accordance with Clause 25.3 hereof.

4.11. In the event that the conditions of a Crowdfunding Offer are not fulfilled, One Three Capital shall notify the Investors who have submitted an investment offer in accordance with Clause 25.3. In such case, unless otherwise provided in the information documentation relating to the Crowdfunding Offer, the committed funds of the Investors in respect of the relevant Project Owner shall be returned to the bank account designated by the Investor during the registration process, in accordance with Chapter III hereof.

5. APPROPRIATENESS ASSESSMENT OF NON-SOPHISTICATED INVESTORS

5.1. Subject to the application of clause 4.1.2 regarding the categorisation of the Investor as a Sophisticated Investor, before providing an Investor with full access to Projects published on the Platform, the provisions of this clause 5 shall additionally apply.

5.1.1. Simulation of the ability of Non-Sophisticated Investors to bear loss: One Three Capital, in compliance with Article 21(5) of Regulation (EU) 2020/1503 and Article 5 of Regulation (EU) 2022/2114, before providing full access to the Projects published on the Platform, carries out a simulation of the Investors' ability to bear losses, calculated as 10% of their net worth, in accordance with the more specific provisions of Regulation (EU) 2022/2114. For this purpose, a dedicated online calculation tool available on the Platform is used, **the performance of which is mandatory for all Investors, subject to their categorization as Sophisticated Investors in accordance with clause 4.1.2. Accordingly, Investors who do not complete such simulation process may not invest in the crowdfunding projects available on the Platform.**

The recalculation of the simulation of the Non-Sophisticated Investor's ability to bear losses shall be carried out annually. However, in the event of any change in the circumstances or any information declared by the Non-Sophisticated Investor during the above simulation process, the latter is obliged, on the Investor's own initiative, to inform One Three Capital accordingly, in order to carry out a new simulation of the Investor's ability to bear losses, using the relevant dedicated online calculation tool. The above notification to One Three Capital shall be made in accordance with clause 25.1 hereof. The results of the new simulation shall fully replace the results of the previous one, determining the then-current assessment of the Non-Sophisticated Investor's ability to bear losses, which shall apply to all future investments until the next update or until the declared information changes again.

It is clarified that, in addition to the online tool referred to in this clause 5.1.1, One Three Capital may, at its absolute discretion, provide Non-Sophisticated Investors with the possibility to simulate their ability to bear losses through a different method, provided that One Three Capital provides Non-Sophisticated Investors with appropriate information regarding the relevant method used.

5.1.2. Appropriateness Assessment Questionnaire: One Three Capital, in compliance with Article 21 of Regulation (EU) 2020/1503 and Regulation (EU) 2022/2114, before providing full access to the Projects published on the Platform, makes available on its Platform an Appropriateness Assessment Questionnaire, which Non-Sophisticated Investors may complete, in order for One Three Capital to assess their investment experience, investment objectives, sustainability preferences and the Non-Sophisticated Investor's understanding of the risks involved in investing in crowdfunding projects. Completion of the above Appropriateness Assessment Questionnaire is not mandatory. **However, if the Non-Sophisticated Investor does not complete part or all of the Appropriateness Assessment Questionnaire or if, based on the information provided, One Three Capital determines that the Non-Sophisticated Investor has insufficient knowledge, skills or experience, a risk warning shall be displayed, clearly stating the risk of partial or total loss of the invested capital. The Non-Sophisticated Investor may proceed with an investment only if the Investor expressly states that the Investor has taken note of and understood such risk warning. Otherwise, One Three Capital shall not provide crowdfunding services to the Investor. If the Non-Sophisticated Investor, despite the relevant warning, chooses to proceed with an investment through the Platform, One Three Capital shall bear no liability for any loss or damage suffered by the Investor as a result of the Investor's decision.**

The Appropriateness Assessment Questionnaire shall be completed again every two (2) years, for Investors who have completed the initial or immediately previous questionnaire. However, in the event of any change in the circumstances or any information declared by the Non-Sophisticated Investor when completing the immediately previous Appropriateness Assessment Questionnaire, if applicable, the latter is obliged to inform One Three Capital accordingly, on the Investor's own initiative. The above notification to One Three Capital shall be made in accordance with clause 25.1 hereof. From the time of its completion onwards, the new Appropriateness Assessment Questionnaire shall fully replace the immediately previous one, as regards the investment experience, investment objectives, financial situation and understanding of risks by the Non-Sophisticated Investor, until the next update or until the declared information changes again.

5.2. Common provisions for the dedicated online calculation tool and the Appropriateness Assessment Questionnaire

5.2.1. The results of the dedicated online calculation tool and, where applicable, the Appropriateness Assessment Questionnaire shall be automatically transmitted to the Non-Sophisticated Investor by One Three Capital. The Non-Sophisticated Investor is obliged to expressly acknowledge receipt of the results of the dedicated online calculation tool and, as applicable, the Appropriateness Assessment Questionnaire.

5.2.2. In any event, the results of the dedicated online calculation tool and the Appropriateness Assessment Questionnaire shall be generated through an automated process, without human intervention.

5.2.3. Where the Non-Sophisticated Investor is a legal person, the appropriateness assessment under this clause 5 shall be carried out on the basis of the characteristics of the person who, by law or pursuant to a special authorisation, has the right to represent the legal person for the execution of transactions through the Platform. In such case, as regards the financial situation of the legal person, its ability to bear losses, its investment objectives, sustainability preferences and tolerance to investment risk, the assessment shall be made on the basis of the characteristics of the represented legal person. For this purpose, the dedicated online calculation tool and the appropriateness assessment questionnaire, where applicable, shall be completed by the legal representative or the specifically authorised person, as applicable.

5.2.4. In the event of any change in the simulation of the Non-Sophisticated Investor's ability to bear losses, as resulting from the results of the dedicated online calculation tool, and/or in the investment experience, investment objectives, sustainability preferences and understanding of risks by the Non-Sophisticated Investor, as the above elements have resulted from the completion of the appropriateness assessment questionnaire, where applicable, the Investor shall be requested to expressly state again that (i) the Investor has received and understood One Three Capital's risk warning and (ii) the Investor has received the results of the new simulation of the ability to bear losses. In the event that the above statements are not provided, One Three Capital shall not provide crowdfunding services to the Non-Sophisticated Investor, unless the latter, despite the above relevant warnings, chooses to proceed with an investment through the Platform. In such case, One Three Capital shall bear no liability for any loss or damage suffered by the Investor as a result of the Investor's decision.

5.2.5. The Investor declares and warrants that the information provided is complete and accurate in all material respects and that the Investor is aware of the importance of providing information that is accurate, complete and up to date, and is obliged to inform One Three Capital immediately in the event of any change in the information communicated to it in the context of the simulation of the Investor's ability to bear losses and, where applicable, the completion of the appropriateness assessment questionnaire. One Three Capital shall be released from any liability in the event of non-compliance by the Investor with this obligation. Furthermore, the Investor declares that the Investor shall provide the requested information whenever requested by One Three Capital for the purpose of updating the information of the dedicated online calculation tool, the appropriateness assessment questionnaire, where applicable, and any other data and information declared in the context of the assessment of the Investor's appropriateness in accordance with this clause 5.

5.2.6. Depending on the technical capabilities of the Platform, One Three Capital's staffing resources and the characteristics of the Investors, One Three Capital may, at its absolute discretion, establish additional appropriateness assessment procedures, for example risk mitigation arrangements that will be required in order for the service to be considered suitable for specific categories of investors.

5.3. Investment limits: The maximum amount that a Non-Sophisticated Investor may invest in one Crowdfunding Offer shall be determined as follows:

(a) a maximum investment amount of EUR 1,000 (one thousand euros) in a single

Offer, or
(b) 5% of the investor's net worth, calculated in accordance with Article 21(5) of Regulation (EU) 2020/1503 and Regulation (EU) 2022/2114.
For the application of the above limits, all investments of the same Non-Sophisticated Investor in the same Crowdfunding Offer shall be taken into account cumulatively, irrespective of their number or the time at which they are made.
Where the amount of the intended investment exceeds the limits provided for in this clause 5.3, the Non-Sophisticated Investor:

(i) receives a warning regarding the risks involved in the investment,
(ii) is requested to provide express consent to the investment, and
(iii) must prove that the Investor fully understands the investment and the risks associated with it.

5.4. Pre-Contractual Reflection period: One Three Capital provides for a pre-contractual reflection period during which the Non-Sophisticated Investor may, at any time, revoke the Investor's offer to invest or expression of interest in a specific Crowdfunding Offer, without giving reasons for the decision and without incurring any penalty. The pre-contractual reflection period shall begin at the moment when the Non-Sophisticated Investor submits the offer to invest and shall expire after four (4) calendar days, in compliance with Article 22 of Regulation (EU) 2020/1503. In particular, immediately after the payment order is given and the invested amount is transferred by a Non-Sophisticated Investor in accordance with clause 4.6, the Non-Sophisticated Investor shall be informed that the pre-contractual reflection period has commenced. Detailed information on the right of pre-contractual reflection and the procedure for revoking the offer to invest is available in the "General Information" field of each Crowdfunding Offer. In the event that the Non-Sophisticated Investor exercises the right of reflection, the investment amount shall be returned to the bank account declared by the Investor in the context of the registration process, in accordance with clause 2.1.11, or subsequently. Following completion of the pre-contractual reflection period, the amount entered for investment by the Non-Sophisticated Investor shall be committed and shall not be available for withdrawal or use, in accordance with clause 8 hereof.

6. TERMS OF REGISTRATION AND ACCESS OF PROJECT OWNERS

6.1. General provisions

6.1.1. Registration on the Platform in the capacity of Project Owner is subject to the prior approval of the Project Owner's funding application by One Three Capital, in accordance with the terms and procedure provided for in this clause 6 and clause 15 hereof. Accordingly, in the event that the funding application is rejected by One Three Capital, the Project Owner may not register on the Platform in such capacity.
6.1.2. By registering on the Platform and accepting these Terms and Conditions, the Project Owner declares and warrants that it meets all required criteria referred to in these Terms and Conditions and has full legal capacity to enter into the agreement

referred to in clause 6.4.1(i) hereof and to assume the obligations arising therefrom and from these Terms and Conditions.

6.1.3. One Three Capital shall take care, to the extent possible, to verify the completeness, accuracy and clarity of the information disclosed to it by the Project Owner in the context of submitting the funding application in accordance with clause 6.2. However, the Project Owner shall be solely responsible for the correctness, accuracy and truthfulness of the information published on the Platform in relation to the Projects for which it has submitted an application through the Platform, in accordance with the procedure set out in clause 6.2. In the event that any third party raises a claim against One Three Capital due to false, inaccurate or misleading information provided by the Project Owner, the Project Owner shall be obliged to fully indemnify One Three Capital for any damage suffered by the latter, including, indicatively and without limitation, its legal and court costs.

6.1.4. Approval of the publication of a Crowdfunding Offer on the Platform in accordance with this clause 6 shall not under any circumstances entail any obligation for One Three Capital to secure the funding of the Project.

6.1.5. Project Owners may, through their account on the Platform, monitor daily and, to the extent possible, in real time, the offers to invest submitted by Investors for their Project.

6.2. Submission of funding application

6.2.1. Each Project Owner seeking to raise funding through the Platform shall submit to One Three Capital, by email message (email: getfunding@ovolus.com), a funding application. In order for the application to be reviewed by One Three Capital, it must include at least the following information:

(a) the corporate name, legal form, ownership structure, management officers and contact details of the interested Project Owner.

(b) the natural or legal persons responsible for the information provided in the Key Investment Information Sheet, which is drawn up by the Project Owner in accordance with Article 23 and Annex I of Regulation (EU) 2020/1503, as well as Commission Delegated Regulation (EU) 2022/2119. Where such responsible persons are natural persons, the application must include their full name and position. Where they are legal entities, the application must state their corporate name and registered seat.

(c) the necessary information included in clause 6.2.2, drafted in a clear manner and in plain language, so as to enable One Three Capital to assess the Project, in accordance with the procedure provided for in clause 6.3 and clause 15 hereof.

(d) the accompanying documents provided for in clause 6.2.2.

6.2.2. The documents mandatorily accompanying the funding application shall include information relating to: the interested Project Owner (6.2.2.a), its legal representatives and the natural or legal persons representing 10% or more of the capital of the interested Project Owner (6.2.2.b), the relevant crowdfunding project for which the raising of funds through the Platform is sought (6.2.2.c), and the proposed crowdfunding terms (6.2.2.d). If the funding consists of financing a business for the acquisition of real estate, the interested Project Owner shall also be obliged to submit data and information on the real estate asset (6.2.2.e(i)) and the Intermediary Entity (6.2.2.e(ii)).

In particular, the interested Project Owner shall submit to One Three Capital at least the following information and data, accompanied by the corresponding documents, as

applicable:
6.2.2.a. Regarding the interested Project Owner: Information shall be submitted regarding the legal, financial, administrative and business status of the company (interested Project Owner), as well as any related rights, obligations or agreements that may affect the funding of the Project through the Platform.
6.2.2.b. Regarding the legal representatives and shareholders/partners representing 10% or more of the share/corporate capital of the interested Project Owner: all data and documents shall be submitted, so as to ensure the full identification and verification of the reliability of such persons.
6.2.2.c. Regarding the project to be funded: All documents and data which, in the judgment of the interested Project Owner, are necessary for the full presentation and documentation of the business plan to be funded shall be submitted. The relevant information must include, *inter alia*, information on the nature and objectives of the Project, the business strategy, financial forecasts, risk analysis and any relevant background or evidence of the professional experience and reputation of the interested Project Owner. In any event, the Key Investment Information Sheet shall be submitted.
6.2.2.d. Proposed crowdfunding terms by the interested Project Owner: The interested Project Owner shall submit its proposed terms for the conduct of the specific Crowdfunding Offer, such as, indicatively: the funding period, the amount sought, terms in the event of failure to achieve the funding target, terms in the event of oversubscription of the target, as well as any other terms it deems necessary.
It is clarified that the crowdfunding terms proposed by the interested Project Owner are not binding on One Three Capital. One Three Capital may communicate directly with the interested Project Owner for the purpose of negotiating some or all of the crowdfunding terms and, in the event that no agreement is reached regarding the proposed crowdfunding terms, may refuse to approve the funding of the specific Project and, consequently, not proceed with its publication on the Platform.
6.2.2.e. Information in the event of intended raising of funds for the purpose of acquiring real estate, as applicable
Where the Crowdfunding Offer of the interested Project Owner aims to raise funds from Investors for the purpose of acquiring real estate, the interested Project Owner shall submit to One Three Capital, in addition to the documents referred to under clauses 6.2.2(a) to 6.2.2(d), the following:
6.2.2.e(i). Information – data relating to the real estate asset
The interested Project Owner shall submit, as applicable, information regarding the legal and technical status of the real estate asset, such as, indicatively and as applicable, information and data relating to the legal status of the real estate asset, its planning status, its management and exploitation, as well as any encumbrances, security interests or other restrictions affecting it.
6.2.2.e(ii). Information – data relating to the Intermediary Entity
The interested Project Owner shall submit to One Three Capital data relating to the Intermediary Entity. Where the Intermediary Entity has not been incorporated at the time of submission of the funding application, the Project Owner undertakes to ensure its timely incorporation, ensuring that such incorporation is completed within the deadline to be set for the acquisition of the real estate asset, in accordance with these Terms and Conditions, the information documents of its Crowdfunding Offer and the

agreement signed by the Project Owner with One Three Capital in accordance with clause 6.4.1(i) hereof.

6.2.3. One Three Capital shall inform the interested Project Owner of the admissible submission of its application. A prerequisite for admissible submission is the prior dispatch to One Three Capital, by the interested Project Owner, of the funding application, accompanied by all required information and supporting documents, in accordance with this clause 6, as well as One Three Capital's internal policies and procedures. It is clarified that One Three Capital shall make every possible effort to inform the Project Owner in good time regarding the admissible submission of its application. However, it is not bound by any timeframe for sending the relevant notification, as this requires the examination of the completeness and formal adequacy of all documents submitted by the interested Project Owner, in accordance with the policies and procedures it has established and applies. The duration of the relevant process may vary depending on the complexity of the Project, the shareholding/corporate structure of the interested Project Owner, as well as other factors, as applicable. In this context, the interested Project Owner acknowledges and accepts that One Three Capital shall bear no liability for any damage, direct or indirect, actual or consequential, or loss of profits that may arise due to delay in sending such notification.

6.3. Assessment and review of the funding application by One Three Capital

6.3.1. Following receipt of a complete funding application and the accompanying documents, data and information, in accordance with clause 6.2 and One Three Capital's internal policies and procedures, One Three Capital shall assess the Crowdfunding Offer, examining the characteristics and risks associated with it, as well as any other relevant element it considers material. The assessment process shall be carried out in accordance with Regulation (EU) 2020/1503, the EU implementing and delegated regulations adopted thereunder, and on the basis of the more specific provisions of clause 15 hereof.

6.3.2. One Three Capital may, at its absolute discretion, request supplementary information and/or documents from the Project Owner during the process of assessing the application. In such case, completion of the assessment process shall be subject to the provision by the interested Project Owner of all supplementary information requested.

6.3.3. One Three Capital shall make every reasonable effort to ensure the timely completion of the financing application assessment process. However, it is not bound by any specific timeframe for completion of this process, as its duration may vary depending on the complexity of the proposed Project, the type and scope of the required checks, as well as other technical, financial, business or regulatory factors. In this context, the Project Owner acknowledges and accepts that One Three Capital shall bear no liability for any damage, direct or indirect, actual or consequential, or loss of profits that may arise for the Project Owner due to delay in completion of the assessment process.

6.3.4. Upon completion of the assessment of the funding application, One Three Capital shall inform the interested Project Owner of its decision to approve or not approve the funding of the Project.

6.3.5. In any event, approval of the Project Owner by One Three Capital is subject to the successful completion of the AML/CFT review process carried out by Secupay and, as applicable, Shufti, in accordance with clauses 2.1.10 and 3.6 hereof.

6.3.6. All data, documents and information submitted or provided by the interested Project Owner shall be assessed in accordance with clause 15 hereof and, in any event, in accordance with One Three Capital's internal procedures. One Three Capital retains full discretion as regards the verification, assessment and judgment of the adequacy of the submitted data, as well as the approval or rejection of the specific Crowdfunding Offer. This assessment is carried out for the purpose of ensuring compliance with these Terms and Conditions, the applicable regulatory requirements, and the protection of the interests of the Investors and the Platform.

6.4. Publication of Crowdfunding Offers on the Platform

6.4.1. Where the Project is approved for funding by One Three Capital, the following procedure shall be followed:

i. Signing of agreement: An agreement shall be signed between the Project Owner and One Three Capital, determining the crowdfunding terms of the specific Crowdfunding Offer as well as the obligations of the Project Owner.

ii. Opening of Funding Account: The Project Owner undertakes to open in its name a Funding Account, in accordance with clause 2.1.10, in which the funds raised from Investors for the specific Project shall be held. The Project Owner expressly authorises Secupay to proceed with the opening of such account, in accordance with the terms of Chapter III hereof and Secupay's terms and conditions.

iii. Publication of Crowdfunding Offers: One Three Capital shall publish the Crowdfunding Offer in the "Investment Opportunities" section of the Platform, making it accessible to Investors for funding.

6.4.2. The signing of the agreement by the Project Owner in accordance with item (i) of clause 6.4.1 entails its express and unreserved commitment to open the Funding Account in accordance with clause 6.4.1 item (ii). Following the signing of such agreement by the Project Owner and the opening of the Funding Account, the information and transaction documents referred to in clause 4.4 relating to the Project shall become available on the Platform, in the "Dashboard" section of the specific Crowdfunding Offer. The signing of the agreement referred to in clause 6.4.1(i) by the Project Owner and the publication on the Platform of the information and transaction documents referred to in clause 4.4 relating to the Project shall bind the latter, namely the Project Owner, vis-à-vis One Three Capital and the Investors who will participate in the funding of the specific Project, as regards the full and proper compliance with the crowdfunding terms.

6.4.3. Specifically in the case of funding of a Project Owner for the purpose of acquiring real estate, the Transferable Securities or Corporate Shares, as applicable, shall be issued by the Intermediary Entity, and the Platform shall intermediate the acquisition of the Transferable Securities or Corporate Shares by the Investors, separately for each issuing company, in compliance with the procedures provided for in Regulation (EU) 2020/1503, the EU implementing and delegated regulations adopted thereunder, and these Terms and Conditions. For this purpose, a relevant agreement shall be signed between the Intermediary Entity and the Project Owner.

6.5. Restrictions on Crowdfunding Offers of Project Owners

The maximum amount of funds raised for each Project through the Platform may not exceed five million euros (€5,000,000.00).

7. REQUIREMENTS GOVERNING THE OPERATION OF THE BULLETIN BOARD

7.1. Investors shall have the possibility to express their interest in buying and selling Transferable Securities or Corporate Shares that were originally offered through the Platform. This function shall be performed through the bulletin board of the Platform, hereinafter the “Bulletin Board”.
7.2. Investors who wish to advertise the sale of Transferable Securities or Corporate Shares through the Bulletin Board, in accordance with clause 7.1, shall be obliged to make the Key Investment Information Sheet available in the “Bulletin Board” section of the Platform.
7.3. The Bulletin Board is intended exclusively for the posting of information regarding Investors’ interest in buying or selling Transferable Securities or Corporate Shares and may not be used to bring together buying and selling interests by means of One Three Capital’s protocols or internal operating procedures in a way that results in a contract. t. Accordingly, One Three Capital does not accept the reception of orders for the purposes of buying or selling Transferable Securities or Corporate Shares in relation to investments originally made on the Platform. The Bulletin Board does not operate as an internal matching system that executes Investor’s orders on a multilateral basis. and does not constitute a secondary market or a trading venue for transferable securities within the meaning of Directive 2014/65/EU.
7.4. Any buying and selling activity on the Platform shall be at the Investor’s discretion and responsibility.
7.5. It is clarified that the Bulletin Board function has not yet been activated and shall become operational at a later stage, at which time all relevant information shall be available in the “Bulletin Board” section of the Platform.

CHAPTER III

COLLECTION AND DISBURSEMENT OF FUNDS THROUGH THE PLATFORM

8. COMMITMENT OF INVESTED FUNDS AND THEIR MANAGEMENT IN THE FUNDING ACCOUNT

8.1. The invested funds shall be paid by the Investors directly into a separate Funding Account for each Project, which is maintained in the name of the respective Project Owner in the Secupay electronic wallet, in accordance with Secupay’s terms and conditions. Such funds are held until a disbursement instruction is issued by One Three Capital, in accordance with the terms of this Chapter.
8.2. Upon completion of the investment, in accordance with the procedure set out in clause 4.7, the invested funds shall be transferred by the Investor directly to the Funding Account through the payment method declared by the Investor pursuant to clause 2.1.11, namely either through a bank transfer or by debit or credit card. The relevant transaction shall be executed in the secure environment of the payment service provider (Secupay). Such funds shall be deposited directly into the Funding Account and shall remain held until one of the following occurs:

(i) successful completion of the fundraising: provided that the crowdfunding terms and conditions, as defined in the information documents referred to in clause 4.4 relating to the specific Crowdfunding Offer, are fulfilled, One Three Capital shall instruct Secupay to trandfer the held funds to the Funding Account, in the name and on behalf of the Investor,
(ii) failure to reach the fundraising target: if the fundraising period expires without the required target having been achieved, One Three Capital shall instruct Secupay to release the funds, which shall be returned to the bank account declared by the Investor during the registration process, in accordance with clause 2.1.11.
This clause 8.2 shall apply without prejudice to the right of pre – contractual reflection period, as defined in clause 5.4 (unless the Investor is exceptionally categorised as a Sophisticated Investor in accordance with the procedure set out in clause 4.1.2.).

9. IRREVOCABLE INSTRUCTION TO SECUPAY FOR THE EXECUTION OF PAYMENTS

9.1. By accepting these Terms and Conditions, the Users grant Secupay an irrevocable instruction and power of attorney to manage, in their name and on their behalf, the operational procedures and to issue payment instructions for crowdfunding purposes in relation to the Projects published on the Platform, in accordance with these Terms and Conditions and the applicable terms and conditions of Secupay from time to time.
9.2. The User shall bear sole responsibility for any damage arising from any error or inaccuracy in the information declared by the User and used for the transfer of funds to or from the User for crowdfunding purposes.

CHAPTER IV
SUSPENSION AND CANCELLATION OF FUNDING

10. SUSPENSION AND CANCELLATION OF FUNDING

10.1. In exceptional cases, One Three Capital may decide to suspend and/or cancel an Crowdfunding Offer, in accordance with the terms of this Chapter. In particular, the suspension and/or cancellation of a Crowdfunding Offer may be decided in the following cases:
10.1.1. In the event that, after the publication of the Crowdfunding Offer and during the funding period, One Three Capital identifies an omission, error or inaccuracy in the Key Investment Information Sheet which, in the reasonable opinion of One Three Capital, may have a material impact on the expected return of the investment, then:
i) The funding shall be temporarily suspended for a period not exceeding thirty (30) calendar days, until the Key Investment Information Sheet is supplemented or corrected. In the event of suspension, the designated funding period shall be extended accordingly, so that the duration of the funding is not reduced due to the suspension and Investors are allowed to participate in the Crowdfunding Offer following the rectification of the error or inaccuracy.
ii) If the error or inaccuracy is not rectified within the above thirty (30) calendar day

period, One Three Capital shall proceed with the definitive cancellation of the relevant Crowdfunding Offer.

10.1.2. In the event of force majeure, as further specified in clause 22 hereof:

i) Provided that the force majeure event is estimated to last for a limited and reasonable period of time, One Three Capital may temporarily suspend the funding of the Crowdfunding Offer for the estimated duration of the force majeure event, with a corresponding extension of the funding period.

ii) If the duration of the force majeure event exceeds the period initially estimated, or if it is reasonably estimated from the outset that the relevant event shall have an indefinite or excessively long duration, One Three Capital may proceed with the definitive cancellation of the relevant Crowdfunding Offer.

10.1.3. In the event of technical malfunctions preventing the transmission of information or the provision of services through the Platform, attributable to the technology provider of the Platform (Lenderkit), and/or in the event of interruption or suspension of the operation of Lenderkit, One Three Capital may temporarily suspend the funding of the relevant Crowdfunding Offer for as long as such malfunction, suspension or interruption of Lenderkit continues. The designated funding period shall be extended by a period equal to the duration of the suspension.

10.1.4. In the event of malfunction, suspension or interruption of the operation of the payment service provider (Secupay), One Three Capital may temporarily suspend the funding of the relevant Crowdfunding Offer for as long as such malfunction, suspension or interruption of Secupay continues. The designated funding period shall be extended by a period equal to the duration of the suspension.

10.1.5. In the event of malfunction, suspension or interruption of the operation of the identification service provider (Shufti), or if user identification services are delayed or not completed within a reasonable period for reasons attributable exclusively to Shufti, as determined at the sole discretion of One Three Capital, One Three Capital may temporarily suspend the funding of the relevant Crowdfunding Offer for as long as such malfunction, inability or delay continues. The designated funding period shall be extended by a period equal to the duration of the suspension.

10.1.6. In the event of deletion of the Project Owner from the Platform in accordance with clause 20, the relevant Crowdfunding Offer shall be cancelled.

10.2. In any event of suspension and/or cancellation of a Crowdfunding Offer, One Three Capital shall inform the Investors no later than the following business day, in accordance with clause 25.

10.3. Specifically, in the event of cancellation of the Crowdfunding Offer, the respective Project Owner shall be removed from the Platform and the funds invested by the Investors shall be returned to the bank account declared by the Investor during the registration process, in accordance with clause 2.1.11, namely either to a bank account or to a debit or credit card.

CHAPTER V

RIGHTS AND OBLIGATIONS OF THE PARTIES

11. RIGHTS AND OBLIGATIONS OF INVESTORS

11.1. Rights of Investors

11.1.1. Investors shall retain all rights deriving from their status as funders, including indicatively the right to repayment of capital and the acquisition of Transferable Securities or Corporate Shares, as applicable, in accordance with these Terms and Conditions and the crowdfunding terms governing each respective Crowdfunding Offer.
11.1.2. Investors shall retain all rights provided for under Regulation (EU) 2020/1503 and the implementing and delegated EU regulations issued thereunder, as such rights are specified in individual clauses of these Terms and Conditions and to the extent applicable depending on the category of each Investor. Such rights include, indicatively, the right to information regarding the risks associated with investing in crowdfunding projects, the right of pre contractual reflection period, the right to information regarding the progress of the Project in which they have invested, as well as any other rights deriving from the applicable legislation and/or these Terms and Conditions.

11.2. Obligations of Investors
11.2.1. Investors shall bear full and exclusive responsibility towards One Three Capital for the accuracy, completeness and truthfulness of the data, information and representations they provide through the Platform at any stage of the process, including indicatively the identification process through Shufti, registration, categorisation, appropriateness assessment, investment activity and any other activity carried out through the Platform.
11.2.2. Investors shall be obliged to maintain the confidentiality of the information they obtain through the Platform in the context of their investment activity, as well as any information disclosed through communication with One Three Capital. This obligation shall apply throughout the funding period and shall continue after its termination, unless otherwise provided by applicable law or required by a competent authority.
11.2.3. The Investor shall be obliged to declare a bank account of which he/she is the holder and/or a credit or debit card in his/her name for crowdfunding purposes, in accordance with clause 2.1.11.
11.2.4. Investors shall be obliged to keep updated all documents required for their identification, registration, categorisation and investment activity in general through the Platform, including identification documents and any other supporting documents required by applicable law and/or these Terms and Conditions.
11.2.5. Notwithstanding the information provided by third parties or One Three Capital through the Platform, Investors shall be obliged to conduct an independent analysis before making any investment in an available Project, in order to make informed investment decisions.
11.2.6. Investors shall be obliged to provide promptly and without undue delay to One Three Capital and/or Secupay any confirmation, authorisation or instruction required

for the transfer of their funds to the Funding Account, in accordance with the terms of Chapter III.

11.2.7. Investors shall be obliged to provide to One Three Capital, during the stages of identification, registration, categorisation, appropriateness assessment, investment in crowdfunding projects, holding of funds, as well as for any other related activity through the Platform, any information, data or supporting document deemed necessary by One Three Capital, Shufti or Secupay, as applicable.

11.2.8. Investors shall be obliged to provide their express and unconditional consent for the transfer of their personal data and other required information to Shufti, exclusively for identification purposes, in accordance with Shufti's terms and conditions, as well as to Secupay for the purposes of carrying out anti-money laundering and counter-terrorist financing (AML/CFT) checks, where the relevant transactions are subject to AML/CFT review, and for the execution and completion of the relevant transactions, to the extent required by these Terms and Conditions and/or the applicable legislation.

12. RIGHTS AND OBLIGATIONS OF THE PROJECT OWNERS

12.1. Rights of the Project Owner

Following acceptance of these Terms and Conditions and upon approval of the funding application by One Three Capital, the Project Owner shall have the opportunity to raise funds from potential Investors for the development of its Crowdfunding Offer, in accordance with the published crowdfunding terms and these Terms and Conditions.

12.2. Obligations of the Project Owner

12.2.1. The Project Owner shall be obliged to use the funds raised from Investors through the Platform exclusively for the purpose specified by the Project Owner in the submitted funding application, in accordance with clause 6.2.

12.2.2. The Project Owner shall be obliged to provide complete, accurate, clear and non-misleading information throughout the funding application assessment process, in accordance with clause 6.2, and to submit any additional information or clarifications requested by One Three Capital pursuant to clause 6.3.2. The Project Owner shall bear full and exclusive responsibility towards One Three Capital and the Investors for the accuracy of the information published on the Platform in relation to its Project.

12.2.3. The Project Owner shall be obliged to respond without undue delay to any supplementary or other requests raised by One Three Capital during the assessment of the funding application.

12.2.4. The Project Owner shall be obliged to inform One Three Capital without delay, by e- mail, of any change in circumstances that may affect the Project during the review and assessment period provided for in clause 6.3.

12.2.5. The Project Owner shall be obliged to respond in a timely manner and without undue delay to any questions and requests for information that may be submitted by Investors through the Platform in relation to the Project published on the Platform.

12.2.6. The Project Owner shall be obliged to keep the information published on the Platform updated throughout the funding period. In addition, the Project Owner shall be obliged to inform One Three Capital without delay at least in the following cases:

Where circumstances arise that alter the characteristics of the Project or of the Project Owner itself.

i. When the Project Owner suspects or becomes aware of any change or event that may affect the progress of the Project or its ability to implement it.
ii. When any change occurs to the information contained in the Key Investment Information Sheet, in order for One Three Capital to keep it updated throughout the duration of the Crowdfunding Offer. In the event of amendments to the Key Investment Information Sheet pursuant to this point (ii), which, in the opinion of One Three Capital, render it inaccurate, unclear or misleading, One Three Capital shall promptly notify the Project Owner of the omission, inaccuracy or error, and the latter shall be obliged to complete or correct the critical information no later than within two (2) business days. In the event of any omission, error or inaccuracy in the Key Investment Information Sheet, Clause 10.1.1 shall apply.

12.2.7. The Project Owner is obliged to manage its business plan for the Project diligently and prudently, in full compliance with the business plan submitted to One Three Capital during the submission of the funding application.

12.2.8. From the submission of the funding application and at least until the end of the funding period, the Project Owner shall refrain from any action or transaction that leads or could lead, in any manner whatsoever, to the encumbrance of the company or of the assets it intends to issue, as well as from any change in the composition or structure of the company, including but not limited to mergers, absorptions, demergers, other corporate transformations, or any other legal or organizational change in the structure of the company, without the prior written consent of One Three Capital.

12.2.9. The Project Owner is obliged to open and maintain, in its own name, a separate Funding Account for each specific Project, in accordance with Clause 6.4.1(ii), in which the funds raised from Investors for the relevant Project shall be held, in accordance with the provisions of Chapter III.

12.2.10. The Project Owner is obliged to pay, in a timely manner and in full, all applicable fees, costs and commissions, in accordance with the applicable fees and terms published on the Platform or otherwise agreed with One Three Capital.

12.2.11. The Project Owner is obliged to provide its explicit and unconditional consent to the transfer of its personal data and other required information: (a) to Secupay, solely for the purposes of carrying out the required anti-money laundering and counter-terrorist financing (AML/CFT) checks, as well as for the execution and completion of the relevant transactions, to the extent required by these Terms and Conditions and/or applicable law; and (b) where applicable, to Shufti, solely for identification and verification purposes, in accordance with Shufti's terms and conditions.

12.2.12. In the case of financing intended for the acquisition of real estate, the Project Owner is obliged to enter into an agreement with the Intermediary Entity, which issues the Transferable Securities or Corporate Shares , as provided for in Clause 6.4.3.

12.2.13. The Project Owner is obliged to strictly comply with all crowdfunding terms governing the specific Project, as set out in the relevant crowdfunding terms and in the agreement entered into with One Three Capital in accordance with Clause 6.4.1(i).

12.2.14. The Project Owner undertakes the obligation, following the raising of funds in accordance with the relevant Crowdfunding Offer and the applicable crowdfunding terms, to issue Transferable Securities or Corporate Shares in accordance with the applicable legal procedure. In particular, immediately following the completion of the fundraising process, the Project Owner is obliged to provide One Three Capital with the following:

i. the resolution of the competent corporate body of the Project Owner regarding the increase of the share/company capital or, where applicable, the issuance of a bond loan, in the amount raised through the Platform during the funding period;
ii. a copy of the Shareholders' Register of the Project Owner, or a relevant certificate thereof, indicating the number of shares acquired by each Investor and certifying the registration of each Investor in the Shareholders' Register of the Project Owner. In the case of issuance of Corporate Shares, a certificate issued by the Project Owner shall be provided, indicating the number of Corporate Shares issued and allocated to each Investor.
iii. in the event that the Transferable Securities consist of bonds, the Project Owner is obliged to ensure that the issuance of the bonds has been carried out in accordance with the applicable bond programme.

In all cases, the Project Owner is obliged to ensure that the process for the issuance of Transferable Securities or Corporate Shares and their sale to the Investors is carried out in accordance with Law 4548/2018 or (in the case of Corporate Shares) Law 4072/2012 and any other applicable legislation, and that the Investors who have invested in the relevant Project have received a number of shares or bonds (as applicable) corresponding to the amount of their investment. This provision shall apply *mutatis mutandis* in the case of the issuance of Corporate Shares.

In the case of financing intended for the acquisition of real estate, the Transferable Securities or Corporate Shares shall be issued by the Intermediary Entity, in accordance with Clause 6.4.3.

12.2.15. The Project Owner is obliged to maintain records of the holders of the Transferable Securities or Corporate Shares issued in accordance with Clause 12.2.14 for a period of at least five (5) years from their date of issuance.

13. DISCLAIMER OF LIABILITY OF ONE THREE CAPITAL

13.1. One Three Capital, as the operator of the Platform, takes measures to ensure its continuous and uninterrupted operation as a publicly accessible internet-based information system within the meaning of Regulation (EU) 2020/1503, in accordance with Clause 16 hereof. Notwithstanding the above, and given that the Platform relies on complex software, hardware and internet systems, One Three Capital does not guarantee the continuous or uninterrupted access to and use of the Platform. Accordingly, the system may become unavailable due to technical difficulties or internet failures, or for reasons relating in particular, but not limited, to the Platform's technology provider (Lenderkit), or generally due to factors beyond the sphere of influence and control of One Three Capital. Accordingly**, by accepting these Terms and Conditions, the User acknowledges and accepts that, subject to Clause 16.3 regarding the notification of Users in the event of technical malfunctions and/or service interruptions, One Three Capital shall not be liable for any interruptions, delays or technical malfunctions caused by unforeseeable external factors, failures of technical infrastructure, or suspension of services on the part of third-party providers, such as Lenderkit.**

13.2. One Three Capital does not provide, nor arrange through a third party, payment services in connection with the crowdfunding services. All payment transactions for crowdfunding purposes carried out through the Platform are executed through Secupay, a payment service provider operating as a payment institution in accordance with Directive (EU) 2015/2366, without prejudice, however, to the provisions set out in Chapter III hereof. **In this context, the relevant payment services are governed by Secupay's terms and conditions, which the User is required to review, as any additional charges, restrictions or other arrangements arising therefrom relate exclusively to the operation of the payment services, for which One Three Capital bears no responsibility whatsoever. One Three Capital shall bear no liability for the solvency of Secupay or, generally, for the performance of Secupay's obligations, nor for any acts or omissions of its representatives, employees or third-party partners. Consequently, One Three Capital shall bear no liability in the event of bankruptcy, default, suspension or interruption of operations, or any other form of inability on**

the part of Secupay, including, indicatively, delays, errors or breaches in the performance of payment services.

13.3. The identification and verification of Users for crowdfunding purposes through the Platform is carried out exclusively by Shufti, in accordance with Shufti's terms and conditions. In this context, the Users acknowledge and accept that **One Three Capital does not participate in, intervene in, or bear any responsibility for the accuracy, completeness, duration or outcome of the identification and verification checks carried out by Shufti. One Three Capital shall bear no liability for delays, omissions, deficiencies, errors, service unavailability, or any other act or omission of Shufti or of its representatives, employees or third-party partners in connection with the identification and verification process. Likewise, One Three Capital shall not be liable for any direct or indirect damage, actual or consequential loss, loss of profits, or any other financial or non-financial damage that may arise for the User due to delays, inability, or failure to complete the User's identification and verification process by Shufti.** By accepting these Terms and Conditions, the Users acknowledge and accept that the full and successful completion of the identification and verification process, in accordance with Shufti's requirements and the applicable regulatory framework, constitutes a necessary prerequisite for the creation of an account on the Platform. In the event of delay or failure to complete the above process due to reasons attributable to Shufti and/or the User himself/herself, One Three Capital shall bear no liability whatsoever, and the User shall not acquire any right to compensation against One Three Capital.

13.4. One Three Capital does not provide investment, legal, tax or any other form of advice in relation to the Crowdfunding Offers published on the Platform and/or the transactions carried out through the Platform concerning Transferable Securities or Corporate Shares for crowdfunding purposes. Any information provided on the Platform, including documents and data relating to Crowdfunding Offers, does not constitute an investment recommendation or solicitation to make an investment. The Investor is solely responsible for evaluating the Crowdfunding Offers available on the Platform and for making any final investment decisions, and is advised to consult a qualified financial, legal or tax advisor prior to making any investment.

13.5. One Three Capital acts exclusively in its capacity as the operator of the Platform and as a neutral intermediary bringing together Project Owners and Investors. It does not undertake any obligation, liability or guarantee in relation to the crowdfunding terms or the Project information documents, beyond the obligations incumbent upon it as the operator of the Platform pursuant to Regulation (EU) 2020/1503, the implementing and delegated EU regulations issued thereunder, and the applicable legislative and regulatory framework, as such obligations are further specified in these Terms and Conditions. Accordingly, in the event of a dispute between a Project Owner and an Investor arising from the Investor's participation in a Project, the execution of payments, or the performance of any obligation arising under these Terms and Conditions or the Project information documentation, One Three Capital, its agents, external partners or any other third parties acting under its instructions or on its behalf, shall bear no liability for any damage or loss arising out of or in connection with such dispute. **In this context, by accepting these Terms and Conditions, the User acknowledges and accepts that One Three Capital:**

i. Promotes, through the Platform, Project Owners and Projects that satisfy specific criteria based on the assessments carried out by its specialised personnel, in accordance with Clause 15 and the internal policies and procedures of One Three Capital. However, One Three Capital **neither** undertakes any obligation **nor** provides any guarantee regarding the financing of a Project, the successful raising of the target amount, the successful completion of the Projects, the fulfilment of the obligations of the Project Owners, or, generally, the compliance by the Project Owners with the crowdfunding terms.
ii. Evaluates, approves or rejects funding applications and decides, at its sole discretion, whether or not to publish the relevant Crowdfunding Offer on the Platform, in accordance with its internal policies, the applicable legislative and regulatory framework, and these Terms and Conditions. It shall bear **no** liability whatsoever towards the Project Owner for the rejection of a funding application and/or the non-publication of a Crowdfunding Offer on the Platform, irrespective of the reason. The Project Owner acknowledges and accepts that any rejection of its funding application shall not give rise to any claim, demand or right to compensation (including, indicatively, consequential damages, loss of profits or moral damages) against One Three Capital, its representatives, employees, assistants in performance, agents or external partners.
iii. Shall **not** be liable for the accuracy or authenticity of the information provided by prospective Project Owners or other third parties in the context of the evaluation of Crowdfunding Offers, nor for any information or data disclosed by them after the publication of the Project on the Platform and until the end of the funding period.
iv. Subject to the Investor being classified as a Sophisticated Investor, applies specific arrangements for Investors based on their investment characteristics, as determined through the dedicated online tool simulation of their ability to bear losses and, where applicable, the appropriateness questionnaire, in order to limit their exposure to investment risks and to allow them to invest in Projects considered suitable for them, in accordance with Clause 5. Notwithstanding the foregoing, One Three Capital **does not** guarantee the achievement of any specific result from any investment nor the avoidance of losses. **An investment in a crowdfunding project includes the risk of losing the entirety of the money invested.**

13.6. One Three Capital shall bear **no** liability for the interruption or suspension of the operation of the Platform where such interruption or suspension is due to force majeure circumstances, as defined in Clause 22 hereof.

13.7. One Three Capital shall be liable for the compensation of any damage suffered by the User only if, in the performance of its duties, it acted with gross negligence or wilful misconduct against the interests of the User. Its directors, officers and employees shall bear no liability whatsoever for any damages, costs, taxes or expenses incurred by the User as a result of or in connection with the services provided by One Three Capital, unless and only to the extent that such damages, costs, taxes or expenses directly affect the User and have arisen as a result of proven gross negligence or intentional breach by the aforementioned persons of these Terms and Conditions. In no event shall One Three Capital, its directors, officers or employees be liable to the User for loss of profits, goodwill, reputation, business opportunities, expected benefits or consequential loss.

CHAPTER VI

SERVICES PROVIDED BY ONE THREE CAPITAL AND APPLICABLE MEASURES FOR THE EFFECTIVE PROVISION OF SUCH SERVICES

14. SERVICES OF ONE THREE CAPITAL

Within the framework of the services provided by One Three Capital in accordance with Clause 2.1.2, the Users may benefit from the following:

14.1. With regard to the services referred to in Clause 2.1.2.1:

14.1.1. Analysis, review, evaluation, selection and publication of Projects.
14.1.2. Transmission of information provided by the Project Owners regarding the Crowdfunding Offers.
14.1.3. Implementation of specific arrangements for Non-Sophisticated Investors in order to assess the compatibility of their intended investments with their investment knowledge, preferences, risk profile and financial capacity.
14.1.4. Provision of template agreements necessary for the publication of Projects by the Project Owners or for the participation of Investors in the Crowdfunding Offers, subject to the Users' acceptance of these Terms and Conditions and of any other specific terms that may apply to the relevant Crowdfunding Offer.
14.1.5. Review and reassessment of the terms and related agreements governing each Crowdfunding Offer, in order to ensure the enforceability of the contractual obligations of the parties involved.
14.1.6. Payment and collection management for crowdfunding purposes.

14.2. With regard to the services referred to in Clause 2.1.2.2:

14.2.1. Provision of the ability for Investors to announce their intention to buy or sell Transferable Securities or Corporate Shares in the context of crowdfunding, provided that such instruments were originally offered through the Platform, in accordance with Clause 7 hereof.

It is clarified that the service referred to in Clause 14.2.1 is not currently provided and shall become available once the functionality of the Bulletin Board is activated, in accordance with Clause 7.4 hereof.

15. PROJECT REVIEW AND EVALUATION PROCESS PRIOR TO PUBLICATION ON THE PLATFORM

Prior to accepting the publication of a Project on the Platform, One Three Capital and, where applicable, Shufti, carry out an identification and verification check of the Project Owner, which, in the case of legal entities, includes the identification of shareholders holding more than 10% of the company capital, the legal representatives and ultimate beneficial owners. This process is carried out through the verification of the data provided by the Project Owner against available public information. Within the same framework, One Three Capital requires the Project Owner to provide the necessary supporting documents relating to the Project, as specified in Clause 6 hereof, in order to ascertain the actual status and viability of the Project. The evaluation and analysis of the Project are conducted by specialised personnel of One Three Capital and include:

i. Market analyses relating to the market in which the Project Owner operates, with particular emphasis on the level of competition within that market.
ii. Price and profitability comparisons with similar Projects, enabling the verification of the assumptions presented by the Project Owner.
iii. Analysis of the financial position of the Project Owner.
iv. Analysis and valuation of the relevant Project Owner as a business.
v. Review and analysis of the organisational capacity of the Project Owner, in relation to the complexity of the business plan that the Project Owner intends to implement.
vi. Investigation and evaluation of the performance history of any previous projects undertaken by the Project Owner.
vii. Analysis and evaluation of the risks associated with the Project.
viii. Ongoing review of the completeness and accuracy of the Key Investment Information Sheet, based on the data and information arising from One Three Capital’s evaluation process of the Project, as well as on the progress of the Project following its publication on the Platform and until the expiry of the funding period.

16. ENSURING THE CONTINUOUS OPERATION OF THE PLATFORM

One Three Capital takes all necessary and reasonable measures to ensure the continuous and uninterrupted operation of the Platform as publicly accessible internet-based information system, in accordance with Regulation (EU) 2020/1503, and endeavours, to the extent possible, to ensure that Users have continuous access thereto in real time. For this purpose:

16.1. The Platform is hosted in a secure and technologically advanced data centre managed by a specialised technology provider (Lenderkit). One Three Capital has conducted a thorough assessment of the reliability, technological robustness and operational adequacy of Lenderkit, which complies with high standards of security and technical infrastructure, ensuring high service availability in accordance with internationally recognised best practice standards.

16.2. One Three Capital has adopted and implements a Business Continuity Plan (BCP), which includes preventive and corrective measures for addressing technical malfunctions or incidents involving the interruption of the Platform's operation. Such measures include, *inter alia*:

i. Procedures for the prevention and recovery of data loss.
ii. Specialised cybersecurity measures.
iii. Technical procedures aimed at minimising the Platform's downtime.
iv. Emergency management protocols in the event of operational disruptions.

16.3. In the event of an interruption or operational disruptions of the Platform affecting the Users' ability to use it, One Three Capital shall notify the Users by the following means:

i. By publishing a relevant notice on the Platform, where this is technically feasible.
ii. where publication on the Platform is not possible due to the nature or extent of the issue, by means of a mass electronic communication (email), in accordance with clause 25.3 of these Terms.

CHAPTER VII
GENERAL PROVISIONS

17. FEES AND COMMISSIONS PAYABLE TO ONE THREE CAPITAL

17.1. One Three Capital applies the fees, commissions, charges and expenses applicable to each of the services provided, as published in the section containing the information documents for each Crowdfunding Offer, which the User declares to have reviewed, unconditionally accepted and undertaken to pay in full and in a timely manner. One Three Capital reserves the right to unilaterally amend its fees, charges, expenses and commissions. Any such amendment shall be notified to the User in accordance with Clause 25.3, and the change shall apply only to future services provided by One Three Capital to that User.

17.2. The Project Owner acknowledges and accepts that One Three Capital may transfer funds from the Funding Account corresponding to the relevant Project exclusively in favour of One Three Capital for the payment of Platform usage commissions and any other fees, charges or expenses that may apply to Project Owners, in accordance with the applicable fees and terms published on the Platform or otherwise agreed with One Three Capital

17.3. Any fees or expenses required in connection with the crowdfunding projects published on the Platform shall be borne by the User (Investor or Project Owner, as applicable) and under no circumstances by One Three Capital.

18. PROVISIONS FOR THE PREVENTION AND MANAGEMENT OF CONFLICTS OF INTEREST

18.1. One Three Capital does not accept the following persons as Project Owners in relation to the crowdfunding services provided through the Platform:

i. Shareholders holding 20% or more of its share capital or voting rights,
ii. Any person connected with such shareholders, directors or employees through a control relationship, as defined in Article 4(1)(35)(b) of Directive 2014/65/EU.

Where One Three Capital accepts as Investors in the Projects published on its Platform the persons referred to in items (i) and (ii) above, as well as its directors or other employees, it shall clearly disclose on the Platform's website that such persons are accepted as Investors, providing details of the specific Projects in which investments have been made, and shall in all cases ensure that such investments are made under the same conditions as those applicable to other Investors and that such persons are not granted preferential treatment or privileged access to information.

18.2. One Three Capital has established and implements a Conflict of Interest Policy in accordance with the requirements of Article 8 of Regulation (EU) 2020/1503 and Regulation (EU) 2022/2111. The Conflict of Interest Policy, as in force from time to time, is published on the Platform's website under the "General Information" section, with the relevant file available for download.

19. COMPLAINT HANDLING PROCEDURE AND MEANS OF SUBMISSION

19.1. Investors and Project Owners may submit a complaint to One Three Capital either in person at the offices of One Three Capital (21 Sifnaion Aggeioplaston Street, Marousi, Attica, Postal Code 15125), or by electronic mail at complaints@ovolus.com. In the case of submission by electronic mail, the complaint must be signed and scanned as a separate attachment file, in order to ensure the authenticity of the text and enable the identification of the complainant's signature.

19.2. Complaints shall be submitted using the standard form template, which is available under the "General Information" section, with the relevant file available for download.

19.3. One Three Capital examines complaints in accordance with the Complaints Policy it has established and implements from time to time, in compliance with Article 7 of Regulation (EU) 2020/1503 and Regulation (EU) 2022/2117. A description of the Complaints Policy established and implemented by One Three Capital is maintained up to date on an ongoing basis on the Platform's website and is available under the "General Information" section.

20. SUSPENSION OR TERMINATION OF THE USER'S ACCESS BY ONE THREE CAPITAL

20.1.1. One Three Capital may unilaterally suspend the User's (Investor's or Project Owner's) access to the Platform, with immediate effect, at any time and without prior notice to the User, for the following reasons:

i. The User no longer satisfies the minimum registration criteria set out in Clause 3.5.
ii. The User fails to pay, when due, any fees, charges, commissions or other amounts due to One Three Capital.
iii. There are indications that the Investor or the Investor's authorised representative does not possess the necessary experience or knowledge to understand the risks associated with investments made through the Platform.
iv. Criminal or disciplinary proceedings have been initiated by a regulated market, multilateral trading facility or regulatory authority against the User, the User's authorised representative, or any shareholder/partner holding a qualifying holding or legal representative of the User.
v. The User is subject, whether directly or indirectly, to sanctions and/or restrictive measures imposed by the European Union and/or by any international organisation or national authority.
vi. There are reasonable grounds to suspect that the User is using the Platform for the purposes of money laundering, terrorist financing or the commission of other criminal offences.
vii. In the case of an Investor that is a legal entity, a dispute arises regarding the giving of instructions for the execution of transactions through the Platform, or any other matter relating to the valid legal representation of the legal entity vis-à-vis One Three Capital.
viii. The User creates or maintains more than one account on the Platform, irrespective of whether different email addresses or other identification details are used.
ix. Unauthorised use of the User's authentication credentials (username and password) or a breach of the obligation to maintain their confidentiality is detected, in accordance with Clauses 3.17 and 3.18.
x. Following a request by Shufti for reasons relating to the User identification and verification process.

xi. The suspension is necessary for One Three Capital's compliance with Regulation (EU) 2020/1503, any delegated or implementing acts adopted thereunder, or any other applicable legislative or regulatory framework applicable to One Three Capital, and/or where such suspension is imposed by the Hellenic Capital Market Commission or any other competent supervisory authority.
xii. In the event of force majeure, as defined in Clause 22 hereof.

20.1.2. The suspension of the User's access to the Platform pursuant to this Clause shall remain in effect for as long as the reason giving rise to such suspension continues to exist. During the suspension period, the Investor shall not be permitted to make investments in crowdfunding projects through the Platform, while the Project Owner shall not have access to any funds that may have been transferred to the Funding Account in accordance with Chapter III hereof. Upon the cessation or removal of the relevant reason, One Three Capital may, at its reasonable discretion, reactivate the User's access to the Platform, provided that all relevant terms and conditions governing its use duly satisfied again.

20.2.1. One Three Capital may unilaterally terminate the User's (Investor's or Project Owner's) access to the Platform, with immediate effect, at any time and without prior notice to the User, for the following reasons:

i. The User provides false, incomplete or inaccurate information at any stage of the process relating to the User, including, indicatively and without limitation, identification, registration and updating of information, investor categorisation and appropriateness assessment questionnaire, the publication or evaluation of a Project, and the making of investments through the Platform.
ii. If the User or the User's authorised representative engages in malicious conduct, gross negligence, fraud or the use of fraudulent means in connection with the use of the Platform.
iii. If there is a criminal conviction against the User, the User's authorised representative, or any shareholder/partner holding a qualifying holding or legal representative of the User, except where the conviction relates to minor traffic offences.
iv. If the User uses the Platform in a manner that:

- Causes, or is likely to cause, disruption, interruption or damage to the Platform's website or to access thereto in any manner whatsoever,
- Uses, reuses, sends or in any way transmits unlawful, offensive, abusive, defamatory or obscene material, or material that is or may otherwise be harmful to any third party,
- Creates, or is likely to create, liability for One Three Capital vis-à-vis any third party.

v. If the termination is necessary for One Three Capital's compliance with Regulation (EU) 2020/1503 or its delegated or implementing acts adopted thereunder, or with any other regulatory framework applicable to One Three Capital, and/or where such termination is imposed by the Hellenic Capital Market Commission or any other competent supervisory authority.

vi. If the User breaches any of the Terms and Conditions hereof, or any commitments undertaken through the Platform, whether upon registration or at any stage of the use thereof (the Platform).

vii. In the event of force majeure, as defined in Clause 22 hereof, where such force majeure continues for a period exceeding thirty (30) calendar days.

20.2.2. Termination of the Project Owner's access to the Platform for a reason attributable to the Project Owner, in accordance with this Clause, shall result in the deletion of the Project Owner from the Platform and the termination of the relevant agreement entered into with One Three Capital pursuant to Clause 6.4.1(i), without prejudice to the continued validity of any provisions expressly stated in such agreement to survive termination.

20.2.3. In the event of the User's deletion from the Platform, any outstanding claim relating to the payment of fees or commissions for the provision of crowdfunding services shall become immediately due and payable, and the User shall be obliged to immediately fulfil all relevant obligations owed to One Three Capital.

20.2.4. In the event that the Investor's access to the Platform is terminated for the reasons referred to in Clause 20.2.1 and where such termination is attributable to the Investor's fault, the relevant amounts invested through the Platform shall be returned to the Investor in accordance with the applicable terms and conditions of Secupay and/or the Investor's payment service provider.

20.2.5. In particular, where the deletion of an account occurs in the name of a Project Owner with active Crowdfunding Offers on the Platform, such deletion shall additionally result in the cancellation of the relevant pending Crowdfunding Offer. In such case, Clause 10 hereof shall apply. If the deletion of the Project Owner takes place after the expiry of the designated funding period, the Project Owner shall ensure uninterrupted and appropriate communication with the Investors, as well as the full and timely performance of its obligations in accordance with the information documentation referred to in Clause 4.4.

20.3. In the event of termination or suspension of the User's access to the Platform pursuant to this Clause 20, One Three Capital reserves the right to seek compensation from the User for any damage suffered as a result of such termination or suspension. Such compensation shall include, without limitation, any outstanding fees or commissions for services provided through the Platform, as well as legal and court costs.

20.4. In the event of the permanent cessation of One Three Capital's business activities for any reason whatsoever, the contractual relationship between One Three Capital and the User shall terminate with immediate effect, and Users shall no longer have access to their account on the Platform. However, such cessation shall not affect the fulfilment of the crowdfunding terms in accordance with the information documentation of the relevant Project referred to in Clause 4.4, nor the provisions of the relevant agreement between the respective Project Owner and One Three Capital pursuant to Clause 6.4.1(i), which shall remain in force for the period specified therein and shall continue to be governed by its provisions, unless otherwise provided in such agreement. Furthermore, in such case, the Users undertake the responsibility to jointly coordinate appropriate communication mechanisms among themselves in order to enable the financing of the Project, thereby releasing One Three Capital from any related liability.

20.5. The termination or suspension of the User's access to the Platform pursuant to this Clause 20 shall not affect the provisions hereof relating to:

i. Outstanding fees or commissions for services provided by One Three Capital, fees or commissions payable to third parties, or other expenses.
ii. The liability regime applicable to One Three Capital and the User.
iii. Confidentiality obligations.
iv. Intellectual property rights.
v. Protection of personal data.
vi. One Three Capital's right to compensation.
vii. Dispute resolution.

21. DEATH OF THE INVESTOR

21.1. The Investor's instruction to One Three Capital for the execution of the investment shall remain valid even after the death of the Investor.

21.2. In the event of the Investor's death, the Investor's lawful heirs shall succeed to the Investor's rights and obligations, in accordance with the applicable rules of inheritance law.

21.3. The lawful heirs of the deceased Investor shall provide One Three Capital with the documents and other information required by law in order to establish their legal standing.

22. FORCE MAJEURE

22.1. One Three Capital shall not be liable for any damage, whether direct or indirect, delay or consequence arising from an event constituting force majeure which renders the performance of all or part of its obligations under these Terms and Conditions, the information documentation referred to in Clause 4.4, or the agreement referred to in Clause 6.4.1(i), impossible or excessively onerous. For the purposes of these Terms and Conditions, “force majeure” shall mean any events or circumstances beyond the control or sphere of influence of the parties which could not have been foreseen even with the exercise of a high degree of diligence on their part, as well as any events or circumstances not attributable to the fault of any party or person involved in the financing process (such as natural disasters, fires, war, political unrest or pandemics).

22.2. In the event of force majeure, these Terms and Conditions shall be deemed temporarily suspended for a period equal to the duration of the force majeure events or circumstances.

22.3. In the event of force majeure pursuant to this Clause 22, Clause 10.1.2 hereof shall apply.

22.4. If the force majeure event continues for a period exceeding thirty (30) calendar days, One Three Capital shall be entitled to terminate these Terms and Conditions with immediate effect and without liability, and to delete the Users from the Platform, in accordance with Clause 20.2.1(vii) hereof.

23. PROTECTION OF PERSONAL DATA

23.1. One Three Capital undertakes to process the personal data provided by the Users of the Platform in accordance with the applicable legal and regulatory framework governing the protection of personal data.

23.2. The User’s navigation on the Platform is carried out entirely anonymously, except for the restricted private sections of the Platform, which are accessible only to Users who have entered their personal authentication credentials.

23.3. The User represents and warrants that the data provided to One Three Capital are true, accurate and belong to the User. One Three Capital shall bear no liability for any false or inaccurate statement arising from the information and data provided, nor for any damage that may arise from the use of such data. The User shall bear sole responsibility for any such false or inaccurate statement. One Three Capital shall not be responsible for the authenticity of any documents or other information or data provided by the User.

23.4. Where the Investor is a natural person, the Investor expressly authorises One Three Capital to incorporate the Investor’s data into an automated processing file managed by One Three Capital, the purpose of which is the processing of such data for the provision of the services referred to in these Terms and Conditions.

23.5. One Three Capital informs the Project Owner that, for the provision of the services covered by these Terms and Conditions, the opening of a Funding Account with the entity Secupay is required. For the opening of such account and the activation of Secupay’s services, One Three Capital informs the User that the data collected will be transmitted to the payment service provider Secupay in order to enable the execution of the payment transactions required for the crowdfunding services provided by One Three Capital. For this purpose, the Project Owner shall enter into a separate contractual relationship with Secupay, without prejudice to these Terms and Conditions.

23.6. The data provided by the User may be used by One Three Capital for statistical purposes, provided that such data have been anonymised. In addition, the data provided by the User may be used for commercial purposes, in order to inform the User about new applications, services and promotional activities that One Three Capital may develop or advertise, only where the User has provided express written authorisation for such use.

23.7. The User has the right to exercise the rights of access, rectification, erasure or objection by sending a relevant request to complaints@ovolus.com, attaching an identification document (e.g. a copy of a valid identity card or passport). Further information regarding the exercise of these rights is available under the "General Information" section.

23.8. The User acknowledges having read and accepted the Platform's Privacy Policy, which applies to all data provided by the User to One Three Capital within the framework of their contractual relationship and is available at the following link: Privacy Policy. The Privacy Policy forms an integral part of these Terms, such that by accepting these Terms, the User also accepts the Privacy Policy.

23.9. One Three Capital undertakes to maintain the utmost confidentiality with respect to the personal data it collects and to process such data with the required level of confidentiality. In this context, One Three Capital has established and implements a Privacy Policy in accordance with the applicable legal and regulatory framework governing the protection of personal data.

24. INTELLECTUAL PROPERTY

24.1. The content of the Platform, including, indicatively but not limited to, databases, texts, trademarks, trade names, audio, logos, distinctive signs, animations, images, videos, designs and the structure of the pages, belongs to One Three Capital or has been licensed to it for use. Use of the Platform does not grant Users any ownership or exploitation rights over its content or over its intellectual and/or industrial property rights. The rights of use of Users or third parties are limited exclusively to those expressly recognised under these Terms and Conditions or arising from the use of the Platform as made available by One Three Capital.

24.2. The reproduction, modification, exploitation, distribution, public display or any other form of dissemination, whether for consideration or free of charge, of the content of the Platform or its mobile application is expressly prohibited. This prohibition also applies to the content of communications addressed by One Three Capital to the Users, as well as to any other information provided through the Platform.

24.3. One Three Capital reserves the right to pursue any lawful remedy against Users or third parties for the protection of its intellectual and industrial property rights.

24.4. The display on the Platform of content belonging to third parties shall not imply the granting or transfer of any rights of use, approval or any association between One Three Capital and the holders of such rights, unless expressly stated otherwise.

25. COMMUNICATION BETWEEN USERS AND ONE THREE CAPITAL

25.1. Unless otherwise provided herein, Users may communicate with One Three Capital by any of the following means:

- Through the Platform's online chatroom, available on the webpage www.ovolus.com.
- By electronic mail at the following address: info@ovolus.com.
- Through the official website of One Three Capital at www.ovolus.com

In the event of any change to the above contact details, One Three Capital shall notify the User accordingly by electronic mail (email).

25.2. The above contact details relate exclusively to updates and communications of a general nature. Information provided to Investors regarding the characteristics and progress of Projects (project updates) shall be made exclusively through the information documentation referred to in Clause 4.4, for the purpose of ensuring equal treatment of Investors. Furthermore, the receipt and transmission of instructions relating to Projects shall be carried out exclusively through the Platform, in accordance with the provisions of Chapter III of these Terms and Conditions.

25.3. Without prejudice to any specific provision to the contrary contained in these Terms and Conditions, written notices or other communications of documents from One Three Capital to the User (Investor or Project Owner), relating to the latter's activity on the Platform in the context of the provision of crowdfunding services by One Three Capital, shall be provided by One Three Capital via electronic mail to the email address declared by the User during the registration process or to any other email address subsequently provided by the User after registration, which shall replace the previous one. The User bears full responsibility for maintaining an active and operational email address and for informing One Three Capital of any change thereto. If the User fails to provide a new email address, One Three Capital shall be deemed to have validly effected notice by sending the communication to the email address originally declared or the last updated email address. For the purposes of proving service or delivery of the relevant communication, it shall be sufficient for One Three Capital to demonstrate that the communication was sent to the relevant email address.

25.4. General updates that apply uniformly to a large number of Users (such as, indicatively, the suspension or cancellation of Crowdfunding Offers, suspension of access to the Platform due to technical maintenance works, etc.) shall be announced through a relevant publication on the Platform, without prejudice to any specific notification that may be required under these Terms and Conditions.

25.5. The User expressly declares that the User has access to the internet and that, by virtue of such access, the User is able to use the Platform and the User's electronic mail address for the purpose of monitoring the User's investment activity and communicating with One Three Capital in accordance with this Clause 25.

25.6. The language of communication between the Client and One Three Capital shall be Greek or English.

26. RECORDING OF COMMUNICATIONS – RECORD KEEPING

26.1. For the purposes of transaction protection and ensuring the quality of the crowdfunding services provided, One Three Capital may record, audio-record and archive all telephone conversations with the User or, where the User is a legal entity, with the User's legal representatives, and by accepting these Terms and Conditions, the User expressly consents to such recording and archiving. The User shall be informed of the above recording at the commencement of the telephone conversation with One Three Capital. One Three Capital informs the User that a copy of the recordings of their conversations and communications shall be available upon request for a period of five (5) years, as further specified in Clause 26.2. One Three Capital shall provide each User, free of charge and upon request, with a copy of any electronic communication or entry on the Platform, including electronic mail messages (e-mails). Copies of transcribed telephone conversations shall also be made available upon the User's request, subject to payment to One Three Capital of the relevant transcription costs.

26.2. One Three Capital shall maintain records of all information provided by Users, whether through the Platform or otherwise (including agreements with Investors and Project Owners and records of transactions carried out through the Platform), for a period of five (5) years, without prejudice to cases where the law requires retention for a longer period. If, during such period, any complaint, request, extrajudicial notice or legal action is served upon One Three Capital by any Investor, Project Owner or third party, One Three Capital shall retain the relevant communications until the final and irrevocable resolution of the relevant dispute. In the event of an audit conducted by the Hellenic Capital Market Commission, One Three Capital shall be obliged to retain the relevant communications connected with such audit until the final resolution of the matter. The aforementioned retention period shall commence from the time of creation of the relevant record.

27. FINAL PROVISIONS

27.1. Assignment

One Three Capital reserves the right to assign or transfer, in whole or in part, its rights and obligations arising from these Terms and Conditions to any third party, without the prior consent of the User, to the extent permitted by applicable law. In all cases, One Three Capital shall notify the User of such assignment or transfer, and of the terms under which it takes place, through a relevant publication on the Platform. Such assignment or transfer shall not adversely affect the User's contractual position. Under no circumstances shall the User be entitled to assign, transfer or otherwise dispose of any of the User's rights and/or obligations arising from these Terms and Conditions.

27.2. Confidentiality

The User undertakes not to disclose, reveal, copy or make any use of confidential information without the prior written consent of One Three Capital. For the purposes of this Clause, "confidential information" means any information, data or material, regardless of form, which is provided or otherwise made accessible to the User in the context of access to or use of the Platform, and which:

i. Bears an express confidentiality designation or is expressly identified as confidential by One Three Capital; or
ii. By its nature or content, may reasonably be presumed to be confidential, even if it does not bear a relevant designation; Or
iii. Is not already publicly known or does not become publicly known lawfully and without breach of confidentiality obligations.

Such information shall include, indicatively and without limitation:

- Identity details and/or personal data of Investors and Project Owners
- Technical specifications of the Platform and information relating to the operation of the software
- Any other confidential or legally protected information that has been provided or disclosed in the context of the use of the Platform.

27.3. Amendments

One Three Capital reserves the right to unilaterally amend these Terms and Conditions. In the event of any amendment, the updated Terms and Conditions shall be made available to the User, and the continued use of the crowdfunding services shall be subject to the User's express acceptance thereof. If the User does not accept the amended Terms and Conditions, One Three Capital shall cease providing crowdfunding services to the User. By way of exception, amendments required as a result of changes to the applicable legal or regulatory framework governing the operation of One Three Capital shall enter into force immediately upon the effectiveness of the relevant provisions and shall be binding on the Users irrespective of their prior express acceptance.

27.4. Partial Invalidity

If any provision of these Terms and Conditions is declared invalid, unlawful or unenforceable, such provision shall be deemed ineffective, without affecting the validity or enforceability of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

27.5. Waiver

No failure or delay in exercising any right or remedy, nor any omission to exercise any rights or actions which One Three Capital is entitled to exercise under these Terms and

Conditions, shall:

- **i.** Relieve the User of the performance of the User's obligations.
- **ii.** Constitute a waiver by One Three Capital of such rights.

27.6. Governing Law – Jurisdiction

These Terms and Conditions, as well as any other relationship between the User and One Three Capital, shall be governed by and construed in accordance with Greek law. Any dispute arising out of or in connection with these Terms and Conditions and, in general, the provision of crowdfunding services through the Platform, or any other relationship with One Three Capital, shall be subject to the exclusive jurisdiction of the competent courts of Athens.

27.7. Entry into Force

These Terms and Conditions shall enter into force as from the date of their acceptance by the User.

28. INTERPRETATION

28.1. The headings of the clauses of these Terms and Conditions are used solely for convenience and shall not affect their interpretation or content.

28.2. Unless expressly provided otherwise by any provision hereof:

References to the neuter gender shall include the masculine and feminine genders, and vice versa.

Words in the singular shall include the plural, and vice versa.

28.3. Any reference to a legislative or regulatory act shall be construed as referring to such act as amended and in force from time to time, and shall include any future amendment or replacement thereof, as well as any regulatory act issued pursuant thereto.

28.4. Any reference to an agreement or other document shall include any amendment or replacement thereof.

29. LANGUAGE

These Terms and Conditions are available in the Greek and English languages and may from time to time also be translated into other official languages of the European Union. In the event of any conflict between the Greek text and the text of a translation, the Greek version shall prevail.

30. USER REPRESENTATIONS AND WARRANTIES

30.1. General Representations and Warranties of the User (Investor and Project Owner)

The User hereby represents and warrants, irrevocably and unconditionally, that:

i. **The User has read, fully understood and accepted the entirety of the content of these Terms and Conditions and acknowledges being bound by them, to the extent applicable to the User depending on the User's capacity as an Investor (Sophisticated or Non-Sophisticated) or as a Project Owner.**
ii. **All information, data and documents submitted by the User to One Three Capital, Secupay or Shufti, as applicable, at any stage of the use of the Platform, are accurate, true, complete and up to date. The User further undertakes to promptly make any necessary updates thereto and to inform One Three Capital, Secupay or Shufti, as applicable, in cases where this is required under these Terms and Conditions.**

30.2. Representations and Warranties of the Investor

The Investor, irrespective of the Investor's status as a Sophisticated or Non-Sophisticated Investor, represents and warrants to One Three Capital that, prior to accepting these Terms and Conditions and in any event prior to submitting an investment offer:

i. **The Investor has read and fully understood the risks associated with investments in crowdfunding projects, in accordance with Clause 2.2.2..**
ii. **The Investor has reviewed, understood and evaluated, at the Investor's sole responsibility, the entirety of the information documentation provided through the Platform in relation to the Project to which the Investor intends to invest.**
iii. **The Investor confirms having been informed by One Three Capital and fully understands that:**

(a) the crowdfunding services provided by One Three Capital are not covered by the deposit guarantee scheme established in accordance with Directive 2014/49/EU.

(b) the Transferable Securities and Corporate Shares acquired through the Platform are not covered by the investor compensation scheme established in accordance with Directive 97/9/EC.

(c) the information published on the Platform in relation to the Crowdfunding Offers does not constitute investment advice, but is of the nature of general commercial communications.

30.3. Representations and Warranties of the Project Owner

The (prospective) Project Owner expressly and unconditionally represents and warrants that:

i. **The crowdfunding terms proposed by the Project Owner in the context of submitting a Project funding request on the Platform shall not be binding upon One Three Capital, which reserves the right to negotiate freely and at its discretion certain or all of such terms. In the event that no agreement is**

reached with respect to such terms, the Project Owner acknowledges that One Three Capital may refrain from publishing the Project on the Platform without incurring any obligation or liability towards the Project Owner.

ii. **The Project Owner bears full and exclusive responsibility towards One Three Capital and the Investors for the accuracy, completeness and truthfulness of the information submitted for the purposes of publication on the Platform, as well as for any subsequent update or amendment thereof.**

iii. **The Project Owner acknowledges and accepts that the approval by One Three Capital of the publication of a Crowdfunding Offer on the Platform shall under no circumstances constitute a promise or guarantee of securing the intended financing, nor shall it create any obligation on the part of One Three Capital in this respect.**