

## **Pre-Contractual Information and Declarations**

We are Lightyear Europe AS, a private limited company incorporated in Estonia (company number 16235024) with its registered address at Tallinn, Volta 1, Estonia ("we", "us", "our" or "Lightyear").

Lightyear is authorised and regulated by the Estonian Financial Supervision Authority as an investment firm.

**This pre-contractual information and declarations document ("Pre-Contractual Information and Declarations") is an overview of the essential terms of our service. Before concluding the contract with us, you should read the full version of the Lightyear Europe AS Terms of Service ("Agreement") available [here](#).**

## **Language**

Generally, we make all the information and all the documents, including the App and the Services, the website, key information documents, and customer communications including marketing materials available to you in English. If this Agreement and/or other documents are translated and made available to you in your local language, the English version of this Agreement and other documents are considered as original versions and will prevail over the translated versions.

You understand and agree that using the App and the Services in any other language than English (if available) is optional and only the English version is always guaranteed to be available to you. If you wish to use the App and receive the Services in another language, you agree that the translation may not cover all the Services and customer communications we provide to you.

## **Governing law and jurisdiction**

Your Agreement and any non-contractual obligations arising out of or in connection with them, and all transactions will be governed by and construed in accordance with Estonian law.

The courts of Estonia have exclusive jurisdiction to settle any dispute arising in connection with the Agreement.

However, regardless of the above, if you qualify as a European consumer and have your habitual residence in a country where the law provides for a higher consumer protection standard that we are required to comply with, we will comply with such higher standards.

## **Services**

Lightyear provides execution-only order transmission services by the Lightyear App and safekeeping service for the financial instruments that are made available via the Lightyear App.

To submit orders, you first need to conclude the Agreement in the Lightyear App. After concluding the agreement, you will receive a copy of the Agreement from us via email that you signed up with.

The financial instruments available via the Lightyear App for which you may submit orders are equities, depositary receipts and ETFs. We may add additional types of financial Instruments to the Lightyear App from time to time.

We provide an execution only (no advice) service with respect to your orders. We will not in any way provide a view as to whether a particular instrument is suitable for you.

As a rule, we shall hold the financial instruments along with the financial instruments of other clients with custodians in the security accounts intended for shared safekeeping of securities belonging to several clients opened in the name of Lightyear.

More detailed information on how your orders are executed is described in our Order Handling and Best Execution Policy, available [here](#).

### **Important declarations**

By entering into the Agreement, you are deemed to confirm that:

- you understand the English language and agree to the provision of information and documents (including key information documents and key investor information documents on Instruments) in the English language;
- you agree that we may execute Orders outside of a trading venue in certain circumstances, as is permitted under the terms of the Order Handling and Best Execution Policy;
- you agree to the keeping of your Instruments in an omnibus or nominee account (i.e., a specific kind of securities account in which assets of multiple investors or stocks belonging to clients are held);
- you agree that we may hold your money in the shares or units of money market funds. If your money is held in a money market fund, it won't be subject to safeguarding measures as provided in section 24.11 of the Agreement but it will be subject to Instrument safekeeping measures provided in section 8.2 of the Agreement. We shall only hold your money in money market funds that are of high quality, assessed as such by relevant rating agencies and our internal credit quality assessment.

### **Fees and charges**

To submit an order, you will need to have sufficient funds in your account to enable a transaction to take place and to pay any fees, charges, taxes or duties which may be incurred in the course of the relevant transaction.

Our charges and fees for the Services are set out and kept up to date on our website <https://lightyear.com/eu/pricing>. We have also translated our Services Fees to select

other languages, available here: <https://lightyear.com/eu/documents>. We will notify you of any changes to our Service Fees.

### **Risks**

The risks related to our services are described in a Risk Disclosure available [here](#).

You should be aware that all trading in financial instruments contains an element of risk. The value of your investments can go down as well as up, so you could get back less than you invested, or in some cases, you may lose your entire investment. Past performance also is not an indication of future performance for an Instrument.

### **Cancellation**

If you are a consumer, i.e., an individual acting for purposes which are outside your business, trade or profession, you have a period of 14 calendar days from your acceptance of the agreement to cancel the agreement without penalty and without giving any reason. This right applies if you have not yet placed an order.

### **Termination**

The contract is concluded for an unlimited term.

You may terminate your account in the Lightyear App at any time and for any reason by giving us notice via email at [support@lightyear.com](mailto:support@lightyear.com).

Upon termination, you are required to submit orders to close any positions in 30 calendar days and funds will be transferred to your account and then paid out to you. You will not be able to transfer any open positions to another platform.

### **Limitation of liability**

Lightyear excludes and/or limits its liability to the maximum possible extent that is permitted under Applicable Law.

To the fullest extent permitted by Applicable Law, the maximum aggregate liability of Lightyear arising out of or in any way related to the agreement, the access to and use of the services and materials or any products or services purchased from Lightyear shall not exceed the amount you have paid to us in connection with the event giving rise to such liability or, if nothing was paid, EUR 100. We will comply with the limitations on our liability, if any, imposed by Applicable Law.

### **Complaints handling**

If you feel dissatisfied with any aspect of our service, then in the first instance please contact us by emailing [support@lightyear.com](mailto:support@lightyear.com). More details on the process can be found from Lightyear Europe AS Complaints Policy which can be found [here](#).

If we are unable to resolve your complaint to your satisfaction and you feel that the answer received from us is not the one you expected from us, you may turn to the following authorities to obtain assistance and explanations:

- The Consumer Protection and Technical Regulatory Authority (at Endla 10a, Tallinn 10142, [www.ttja.ee/en](http://www.ttja.ee/en)).
- EFSA (at Sakala 4, Tallinn, 15030, [www.fi.ee](http://www.fi.ee)).

Furthermore, in order to resolve a dispute you may contact the Consumer Disputes Committee operating at the Consumer Protection Board and Technical Regulatory Authority or turn to court.

You can find the self-service for the Consumer Disputes Committee at <https://komisjon.ee/et/avalduse-esitamine>. A complaint to EFSA can be submitted here: <https://www.fi.ee/et/tarbijale/millal-poorduda-finantsinspektsiooni-poolle/kaebuse-esitamine>.

Customers, who reside in certain countries, can also contact their local consumer dispute resolution bodies or financial ombudsman with their complaints. List of such countries and dispute resolution bodies or financial ombudsmen can be found from Lightyear Europe AS Terms of Service Schedule 2.