



## FUNDING KNIGHT LIMITED

### WEBSITE TERMS AND CONDITIONS OF USE

This version 6<sup>th</sup> October 2016

#### 1. YOUR CONSENT TO THESE TERMS

- 1.1. This page (together with the documents to which it links or refers) give you the 'website terms of use'. These are the terms on which you can use [www.fundingknight.com](http://www.fundingknight.com). The terms are the same whether you choose to register or not. By using [www.fundingknight.com](http://www.fundingknight.com), you are agreeing to these terms - so if you don't agree to them, please stop using the Site.
- 1.2. If you borrow or lend money through the Site or apply and register to become a Registered Adviser - these are covered by a different set of terms (See Section 8). These terms are about your use of the website, not about any financial transactions you might enter into as a borrower or lender or your rights and obligations as a Registered Adviser. You will also need to agree to those different terms if you want to lend or borrow money or become a Registered Adviser.

#### 2. WHO WE ARE

- 2.1. [www.fundingknight.com](http://www.fundingknight.com) (which we'll just call 'our Site' from now on) is operated by Funding Knight Limited (which we'll call 'We' or 'Us'). Our registered office is at Praxisifm Fund Services (uk) Limited, Mermaid House Puddle Dock, 3rd Floor, London, England, EC4V 3DB.
- 2.2. We are:
  - 2.2.1. registered under the Data Protection Act (Registration No.Z2928012).

#### 3. ACCESSING OUR SITE

- 3.1. You must be 18 or over to use our Site. If you are based outside the UK in a country that has a higher age of majority, you must be over that age as well. We try to keep our Site running at all times. However you should be aware that We might have, or choose, to change it - or even withdraw it for a while - at any time.
- 3.2. Our Site is updated regularly. We attempt to keep the information up-to-date, and you should always check back to the 'as is' Site rather than relying on past copies you may have made.
- 3.3. Some sections of our Site are only available to people who register as members with Us.
- 3.4. To lend money, borrow money or to become a Registered Adviser you need to register with Us. When you register, you will get a username and password. You need to keep them confidential, and not let anyone else know them. In some cases, you may be asked to provide additional security information you need to keep that confidential as well. If we believe that you have given out your security information to other people, We may choose to disable your Site access.
- 3.5. We aren't responsible for ensuring that you have access to our Site - you need to provide your own equipment and Internet connection. If other people share your Internet connection, you need to make sure that they are aware of these terms, and follow them.
- 3.6. We may in our sole discretion and without explanation decide to suspend some or all functionality and/or access to our Site. For example, this might be due to reasons connected with viruses, hacking and other offences affecting the Site or because we are instructed to do so by a governing body, agency or other person.

#### 4. USING OUR SITE

- 4.1. You may only use Our Site for lawful purposes. This means, to give a few examples (that aren't meant to cover everything illegal):
  - 4.1.1. You must not use the Site to break any applicable law or regulation. This applies to local, national and international laws in either the UK (where our Site is located) or the country where you are (if you're not in the UK). This includes any material you contribute to interactive sections of our Site.
  - 4.1.2. You must not use our Site in a way that is fraudulent or illegal, or attempts to commit fraud.
  - 4.1.3. You must not use our Site for the purpose of harming, or attempting to harm minors.
- 4.2. We have a zero-tolerance Spam policy. In these terms Spam means irrelevant or unsolicited messages sent over the internet for the purposes of advertising, phishing or spreading viruses. We provide a facility that enables members to contact each other. You must not use the Site, messaging facility or any of our other services to store, copy, send, relay or to distribute Spam, or otherwise advertise or offer any goods or services. We will not send unsolicited messages to you. In the unlikely event that you receive a message from us or another member or a message sent using our Site that may be considered to be Spam, please contact us using the details below and we will investigate the matter.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All the intellectual property on our Site either belongs directly to Us, or We have licenced its use. The intellectual property is protected by various laws and treaties, not just in the UK, but around the world. All such rights are reserved by Us under those treaties.

- 5.2. You can print off a copy, or download an extract of part of our Site for your personal reference. If you have registered as a company, limited liability partnership, trust or other organisation, you can copy and show material on our Site to people who work with you in that organisation. If you have registered as an individual, you can copy and show material on our Site to your spouse or civil partner. If you have applied and you have become a Registered Adviser, you can copy and show material on our Site to prospective borrowers that you are acting for. However, in each case, you need to make them aware of, and agree to, these terms and conditions.
- 5.3. If you print off, or download part of our Site, you must use it 'as is.' You can't make modifications to any text, pictures, audio or video. In addition, you must not use any of the pictures, video or audio separately from the rest of the page you found it on.
- 5.4. If you print off, or download part of our Site, you must also make sure that our status as owners of the material is clearly noted. If we have identified any specific part of our Site as having been contributed by someone else, you must also note their status in the same way as you note ours.
- 5.5. If you want to use part of our Site for commercial purposes, you must obtain a licence from us first.
- 5.6. If you print off, copy or download any part of our Site in breach of these terms, you immediately forfeit the right to carry on using the Site. In addition, We have the right to demand that you return or destroy (as We choose) any copies of material you have made. This extends to any material you have downloaded to your computer or network that is subsequently backed up by you.
6. **RELIANCE ON INFORMATION POSTED BY US**
- 6.1. Except where we make it clear, the text and other things on our Site are not items on which you should place reliance. We accept no responsibility or LIABILITY for any consequences that arise from having relied on such material.
7. **OUR LIABILITY**
- 7.1. The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We, other members of our group of companies and third parties connected to Us hereby expressly exclude:
- 7.1.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- 7.1.2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
- 7.1.2.1. loss of income or revenue;
- 7.1.2.2. loss of business;
- 7.1.2.3. loss of profits or contracts;
- 7.1.2.4. loss of anticipated savings;
- 7.1.2.5. loss of data;
- 7.1.2.6. loss of goodwill;
- 7.1.2.7. wasted management or office time; and
- 7.1.2.8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 7.2. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.
8. **LENDING AND BORROWING THROUGH OUR SITE**
- 8.1. If you lend money through our Site, that lending is covered by the 'Lender Terms and Conditions' that you can find on the Site. If you borrow money through our Site, that borrowing is covered by the 'Borrower Terms and Conditions' that you can find on the Site. If you become a Registered Adviser through our Site, that arrangement is covered by the 'Registered Adviser Terms and Conditions' that you can find on this Site.
9. **CONTRIBUTING MATERIAL TO OUR SITE, CONTACTING OTHER MEMBERS AND USING INTERACTIVE SERVICES**
- 9.1. We may provide interactive services on our Site. These are services where users of our Site can contribute material. Examples might be forums, comments on blog posts, or interactive financial applications. 'Contribute' means any material you submit, whether you type it in directly, copy/paste it from somewhere else, or upload a file attachment.
- 9.2. On these interactive services, we reserve the right to use either human or automated moderation, and may set up some parts of the Site to not display this information to other users until We have approved it. What form of moderation we use is entirely at our discretion. Where We moderate a service, We will normally give details of how to contact a moderator.
- 9.3. Where you contribute material, and that material alleges facts, the facts must be accurate.
- 9.4. Where you contribute material, and that material states opinions, those opinions must be genuinely held.
- 9.5. Where you contribute material, that material must not:
- 9.5.1. contain any material which is defamatory of any person;
- 9.5.2. contain any material which is obscene, offensive, hateful or inflammatory;
- 9.5.3. promote sexually explicit material;
- 9.5.4. promote violence;
- 9.5.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other characteristic;
- 9.5.6. infringe any copyright, database right or trade mark of any other third party;
- 9.5.7. be likely to deceive any third party;
- 9.5.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 9.5.9. promote any illegal activity;
- 9.5.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

- 9.5.11. be likely to harass, upset, embarrass, alarm or annoy any other person; If you contribute any material to the site, or use the site to make contact with any other member, We are not liable to any third party for its accuracy or content. You confirm to Us that you indemnify Us from costs expenses losses or damage any action arising as result of material you have contributed.
- 9.6. Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in these terms and our anti-spam policy.
- 9.7. You warrant that any such contribution does comply with those standards and you will be liable to us and indemnify us for any breach of that warranty. This means that you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 9.8. You should not rely on any material contributed to the Site by any other member or third party. You agree not to hold Us liable for any such material
- 9.9. We reserve the right to remove any material you have contributed to the Site, at our sole discretion, for any reason. If we remove material you have contributed, We are not obliged to let you know we have done so.
- 9.10. If you contribute material to our Site, we will consider it non-confidential and non-proprietary. By uploading, you give Us the right to copy, distribute and disclose that material to third parties for any purpose. If We are contacted by a third party, claiming that your uploading has violated either their intellectual property rights, or their right to privacy, We may disclose your identity to the party making such a complaint or their legal representatives - we will deal with any such request in compliance with the Data Protection Act 1988 and related legislation. We may also disclose your identity in response to a request from any law enforcement agency. You should be aware that if We disclose your identity under these circumstances, We may be forbidden by law or a court from letting you know we have done so.
- 9.11. We will not be responsible, or liable to any third party, for the content or accuracy of any material posted by you or any other user of our Site.
10. **VIRUSES, HACKING AND OTHER OFFENCES**
- 10.1. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site, or any server, computer or database connected to our site via a denial-of-service attack or a distributed denial-of service attack. This includes third party servers including but not limited to mail and DNS servers we use to provide you with our services.
- 10.2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any suspected breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.
- 10.3. You are strongly recommended to keep your equipment protected from viruses and malware. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.
11. **LINKING TO OUR SITE**
- 11.1. You are welcome to link to our home page from your Site.
- 11.2. If you link to the home page of our Site from a site that is not directly controlled by you (for example, by posting on a forum, or commenting on a blog) you must ensure that you have permission of the site owner on which you are creating the link to do so. You must also ensure that the site you are linking from does not contain material that would be not allowed on our Site under section 8 of this document.
- 11.3. If you link to our Site in either of the ways allowed, you must not do so in a way that might damage our reputation.
- 11.4. If you link to our Site in any of the ways allowed, and are a borrower, you may say so. If you are a lender, you may say so. If you are a Registered Adviser, you may say so. Apart from these, you must not do so in a way that implies we are associated with you, approve your services, endorse you, nor must you otherwise take advantage of our reputation.
- 11.5. If you are linking to our Site, you must ensure that the link makes it obvious that the user is going to a different site from the one you are creating the link on. You must not, for example, put our Site in a frame or iframe, or import content into a page or div.
12. **USE OF OUR MATERIAL FOR OTHER PURPOSES**
- 12.1. If you want to make use of any material on our Site for any other purpose than those set out here, please contact us with your request.
13. **LINKS FROM OUR SITE**
- 13.1. Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.
14. **SUSPENSION AND TERMINATION**
- 14.1. If We discover that you have breached these terms and conditions, We may take whatever action We see fit. This might include
- 14.1.1. Withdrawing your right to access or otherwise use the Site
- 14.1.2. Withdrawing your right to be a future borrower or lender
- 14.1.3. Withdrawing your right to be a Registered Adviser
- 14.1.4. Removing any material you have contributed
- 14.1.5. Issuing a warning to you
- 14.1.6. Starting legal proceedings against you to claim reimbursement of any costs We have incurred as a result of your breach (including reasonable admin costs and legal costs.)
- 14.1.7. Other legal action against you.

14.1.8. Referring the matter to law enforcement and disclosing any information we hold that might be necessary for them to investigate.

15. **DATA PROTECTION**

15.1. Detailed information about Data Protection is found in our Privacy Policy. However for your convenience, the key facts are here:

15.2. We act as Data Controller (a term defined by the Data Protection Act 1988) in respect of any personal data given to Us. Our Nominated Person (another term defined by the same Act) is our Chief Executive.

15.3. We will process your personal data in order to open, administer and run your account, and to deal with any enquiries you might have about it. A full list of purposes is contained in our Privacy Policy.

15.4. We will retain information as long as necessary. However, given that it is possible that the Peer to Peer Lending sector may become regulated in the future, we reserve the right to retain information for up to six years or any other period commonly required by the Financial Services Authority for regulated lending.

15.5. You may request personal information held about you as a 'Subject Access Request'. This request must be made in writing to our registered address, including payment of a £10 fee. We will respond to any Subject Access Requests within 40 days of receiving your request and fee.

16. **JURISDICTION, SEVERABILITY AND APPLICABLE LAW**

16.1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to Our Site although We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country at our sole discretion

16.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.3. If any of the Terms or Conditions included in this document is found to be invalid by the courts, the rest of the Terms and Conditions will still apply.

17. **CHANGES TO THESE TERMS**

17.1. We may revise these terms at any time by amending this page. It is your responsibility to check this page and take notice of any changes We have made because the changes will be binding on you.

17.1.1. If you have provided us with an email address in registering with the Site, We will send you an email to let you know that the terms have changed.

17.1.2. There may be specific terms that apply to particular parts of the Site. Where notices appear on another part of the Site, they should be assumed to supersede only those terms here that they are expressly in conflict with. The rest of these terms and conditions will still apply.

18. **COMPLAINTS**

18.1. If you are dissatisfied with either an individual or our standard of service or any aspect of the delivery of our services please refer to the FundingKnight complaints procedure set out on our Site.

19. **YOUR CONCERNS**

19.1. If you have any concerns about material which appears on Our Site, please contact [info@fundingknight.com](mailto:info@fundingknight.com).