



## SANCUS FUNDING LIMITED trading as FundingKnight PRIVACY POLICY

This version 19<sup>th</sup> January 2018

Please read this Privacy Policy, and the Website Terms and Conditions carefully. By using our Site, you agree that you understand and agree to the terms in both, including the acceptance and use of cookies. If you don't agree to these terms, please stop using the Site.

1. ABOUT US AND THIS POLICY
  - 1.1. We believe strongly in your right to privacy.
  - 1.2. Information about who we are, and contact information for the Data Controller (a term defined in the Data Protection Act 1998) is given in your Website Terms and Conditions. In this document, we need to define a few terms.
    - 1.2.1. A Member is anyone who has registered with our Site.
    - 1.2.2. A Borrower Member is someone who has applied to borrow money from our Lender Members. (Normally, this will be a UK business.) Borrower Members are also bound by the terms of our Borrower Agreement.
    - 1.2.3. A Lender Member means anyone who has registered with us to Lend, or offer to Lend, money (normally, this will be a UK resident aged 18 or over, a UK business registered at Companies House, or a trust). Lender Members are also bound by the terms of our Lender Agreement.
    - 1.2.4.
    - 1.2.5. Property Agent means the party identified as such in the Loan Terms (as defined in our Borrower Terms and Conditions and Lender Terms and Conditions).
    - 1.2.6. A Registered Adviser means anyone who has registered with us to become a registered adviser to introduce prospective Borrowers to us. Registered Advisers are also bound by the terms of our Registered Adviser Terms and Conditions.
    - 1.2.7. When we say 'You' we mean anyone using the website, whether they are a Borrower Member, a Lender Member, a Registered Adviser or a Member who has not yet agreed to become any of these.
2. INFORMATION WE MAY COLLECT FROM YOU
  - 2.1. We may collect and process the following data about you:
    - 2.1.1. Information that you provide by filling in forms on our Site [www.fundingknight.com](http://www.fundingknight.com) (Our Site). This includes information provided:
      - 2.1.1.1. at the time of registering on Our Site to become a Member, including but not limited to:
        - 2.1.1.1.1. your individual name
        - 2.1.1.1.2. If appropriate, your business or trading name
        - 2.1.1.1.3. your current and previous postal addresses including, in the case of companies, limited liability partnerships, trusts and organisations your business postal address;
        - 2.1.1.1.4. your contact details (which might include phone, fax and e-mail. In the case of companies and organisations, this means your business phone, fax and e-mail details. For Lender Members, details of any bank accounts, building society accounts or cards you want to use to transfer money into your FundingKnight account.
        - 2.1.1.1.5. For Borrower Members, details of your business bank accounts.
        - 2.1.1.1.6. your date and place of birth;
        - 2.1.1.1.7. your nationality, country of residence and Tax Identification Number;
        - 2.1.1.1.8. comments you make on blogs and discussion forums on the website; and
      - 2.1.1.2. Information you provide to access any interactive services (as defined in our Terms and Conditions)
      - 2.1.1.3. for Registered Advisers, information you provide when applying to become a Registered Adviser;
      - 2.1.1.4. at the time of posting material or requesting further services;
      - 2.1.1.5. when you enter a competition or promotion sponsored by Us; and
      - 2.1.1.6. when you report a problem with Our Site;
    - 2.1.2. If you contact us, We may keep a record of that correspondence;
    - 2.1.3. We may also ask you to complete surveys that We use for research purposes. You don't have to take part in any surveys unless you want to. Details of transactions you carry out through Us Details of your visits to Our Site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own purposes or otherwise and the resources that you access;
    - 2.1.4. Details which may be provided by your application or device, or any network device that provides such information to us as part of your Internet connection (this is particularly common with mobile networks); and
    - 2.1.5. Comments, messages and other information you make about FundingKnight and the peer to peer or peer to business lending industry on third party web services including blogs, discussion forums and other social media sites.
  - 2.2. When you apply to be either a Borrower Member or a Lender Member or a Registered Adviser We will conduct an identity and fraud check with a credit reference agency. We:



- 2.2.1. will verify your identity in line with the guidelines issued by H.M. Treasury in respect of the Money Laundering Regulations 2007. This will usually be carried out electronically using the services of a fraud prevention agency, but We reserve the right to request this information directly;
    - 2.2.2. may verify the details of all Borrower Members and Lender Members and Registered Advisers against any National Fraud Database maintained by a fraud prevention agency;
    - 2.2.3. may use credit reference agencies to check the credit history of all Borrower Members and Lender Members;
    - 2.2.4. may also check details of any other companies of which a Borrower Member, Lender Member or a Registered Adviser is or has been either a director or holder of 20% or more of the shares and may also check details of any other limited liability partnerships of which a Borrower Member, Lender Member or a Registered Adviser is or has been a member; and
    - 2.2.5. may, if following the initial identity and fraud application our credit reference agency raises a query, request additional information from you which we may share with the credit reference agency.
  - 2.3. We might also request from you additional information such as a certified copy of your passport, driving licence or other utility bill.
  - 2.4. If you are a limited liability partnership, limited company or trust We may:
    - 2.4.1. conduct an identity and fraud check in respect of some or all of the directors, partners, members, shareholders, trustees, settlors and/or beneficiaries (as the case may be);
    - 2.4.2. require additional documents from some or all of the directors, partners, members, shareholders, trustees, settlors and/or beneficiaries (as the case may be); and
    - 2.4.3. require notification and details (which may include Sensitive Personal Data (a term defined in the Data Protection Act 1998)) of changes to the directors, partners, members, shareholders, trustees, settlors and/or beneficiaries (as the case may be).
3. **IP ADDRESSES AND INFORMATION YOUR BROWSER PROVIDES**
- 3.1. We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.
4. **COOKIES**
- 4.1. For the same reason, We may obtain information about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help Us to improve Our Site and to deliver a better and more personalised service. Some of the cookies We use are essential for the Site to operate.
  - 4.2. If you register with Us as either a Borrower Member or a Lender Member or a Registered Adviser and accept our borrower terms and conditions or lender terms and conditions or registered adviser terms and conditions as published on Our site from time to time or if you continue to use Our Site, you agree to our use of cookies.
  - 4.3. You may choose to block cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you will not be able to log in to your account on Our Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you visit Our Site.
  - 4.4. Please note that our advertisers and/or analytics providers may also use cookies, over which We have no control.
5. **WHERE WE STORE YOUR PERSONAL DATA**
- 5.1. The data that We collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your requirements, the processing of your financial transactions and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. FundingKnight Limited will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.
  - 5.2. All information you provide to Us (except information that is used as set out in clause 6.2) is stored on secure servers. Any payment transactions shall be encrypted using SSL/TLS technology.
  - 5.3. Unfortunately, the transmission of information via the internet may not be completely secure. Although We will do our best to protect your data, We cannot guarantee the security of data transmitted to Our Site; any transmission is at your own risk. Once We have received your information, We will use strict procedures and security features to try to prevent unauthorised access.
6. **USES MADE OF INFORMATION**
- 6.1. We, any Group companies referred to Clause 7.1 and any third parties referred to at Clause 7.2 may use information held about you in the following ways:
    - 6.1.1. to carry out our obligations arising from any contracts entered into between you and Us;
    - 6.1.2. to assess your application for credit, including by using scoring methods;
    - 6.1.3. to check details on applications for credit and credit related and other facilities;
    - 6.1.4. to verify your identity in order to prevent and detect crime and money laundering, including by using scoring methods;



- 6.1.5. to manage your Borrower Member account, Lender Member account and/or Registered Adviser account and update the records We hold about you from time to time;
- 6.1.6. to identify fraud;
- 6.1.7. to identify unauthorised access to any portion or feature of Our Site, or any other systems or networks connected to Our Site or to any FundingKnight server, or to any of the services offered on or through Our Site by hacking, password “mining” or any other illegitimate means;
- 6.1.8. to trace your whereabouts and recover debts if you do not repay money you have borrowed;
- 6.1.9. to carry out statistical analysis and market research;
- 6.1.10. to carry out regulatory checks;
- 6.1.11. to allow you to participate in interactive features of our service, when you choose to do so;
- 6.1.12. to ensure that content from Our Site is presented in the most effective manner for you and for whatever device you are using to access Our Site;
- 6.1.13. to provide you with information, services that you request from Us or which We feel may interest you, where you have consented to be contacted for such purposes; and
- 6.1.14. to notify you about changes to our service.
- 6.2. We may use information held about your business to post on:
  - 6.2.1. Twitter;
  - 6.2.2. Facebook; and
  - 6.2.3. such other social networking platforms as We may use from time to time,
- 6.3. including details of auctions launched, including, the amount of the Loan Request sought, the Borrower Members identity, location and industry sector (except where you have asked us in writing for your identity not to be disclosed), and the Offer Period, in order to advertise the auction. We will not post any of your personal information or Lender information on such sites. If you do not want Us to use your data in this way please let us know in writing. We may also use your data, or permit selected third parties to use your data, to provide you with information about services which may be of interest to you and We or they may contact you about these by email. We may occasionally contact you about these by telephone or SMS. You may opt out of these services at any time.
- 6.4. If you are an existing Borrower Member, Lender Member or Registered Adviser, We will only contact you by electronic means (e-mail or SMS) with information about services similar to those which were the subject of a previous transaction with you, or services about which you have requested information.
- 6.5. If you are a new Borrower Member, Lender Member or Registered Adviser, and where We permit selected third parties to use your data, We (or they) will contact you by electronic means only if you have consented to this.
- 6.6. If you do not want Us to use your data in this way, or to pass your details on to third parties for marketing purposes, please read the relevant section on the form on which We collect your data.
- 6.7. We have a zero-tolerance Spam policy and we will not send unsolicited messages to you except as set out in these terms. In the unlikely event that you receive any message from us or from another user of Our Site or another member that may be considered to be Spam, please contact us using the details below and we will investigate the matter.
- 6.8. We do not disclose information about identifiable individuals to our advertisers, but We may provide them with aggregate information about our users (for example, We may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data We have collected from you to enable Us to comply with our advertisers’ wishes by displaying their advertisement to that target audience.
- 6.9. Fair Processing Notice: If false or inaccurate information is provided to Us and fraud is identified:
  - 6.9.1. We may pass your personal data to fraud prevention agencies;
  - 6.9.2. law enforcement agencies may access and use the information recorded with fraud prevention agencies;
  - 6.9.3. We and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and money laundering, for example, when:
    - 6.9.3.1. checking details on applications for credit and credit related or other facilities;
    - 6.9.3.2. managing credit and credit related accounts or facilities;
    - 6.9.3.3. recovering debt;
    - 6.9.3.4. checking details on proposals and claims for all types of insurance; and
    - 6.9.3.5. checking details of job applicants and employees.
- 6.10. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 6.11. Please contact us at [info@fundingknight.com](mailto:info@fundingknight.com) if you want to receive details of the relevant fraud prevention agencies.
7. **DISCLOSURE OF YOUR INFORMATION**
  - 7.1. We may disclose your personal information to any member of our Group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
  - 7.2. We may disclose your personal information to third parties:
    - 7.2.1. in the event that We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets;
    - 7.2.2. if FundingKnight Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its Borrower Member or Lender Member or Registered Adviser will be one of the transferred assets;
    - 7.2.3. if We are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our website terms of use, Borrower Member terms and conditions or Lender Member terms and



- conditions or Registered Adviser Terms and Conditions as published on Our Site from time to time and any other agreements; or
- 7.2.4. to protect the rights, property, or safety of Sancus Funding Limited, our Borrower Member or Lender Member or Registered Adviser or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- 7.3. We may disclose your personal information to the Property Agent who:
- 7.3.1. may use, analyse and assess information about you, including the nature of your transactions for credit or financial assessment, market research, statistical analysis and in servicing their agreement with us;
- 7.3.2. may from time to time, may make searches of your record at credit reference agencies;
- 7.3.3. may give information about you and your indebtedness to the following:
- 7.3.3.1. valuers;
- 7.3.3.2. lawyers;
- 7.3.3.3. accountants;
- 7.3.3.4. insurers and insurance agents; and
- 7.3.3.5. other professionals.
- 7.4. We will provide you with details of the Property Agent (if a Property Agent is appointed) on request, including a contact telephone number.
- 7.5. We may disclose to Lender Members, details of changes to the Borrower Members directors, partners, members, shareholders, trustees, settlors and/or beneficiaries (as the case may be). Where this information, includes Sensitive Personal Data We will provide Lender Members with such information as we deem material to allow them to make decisions about their participation in Loans.
- 7.6. We do not disclose information about identifiable individuals to third parties, but We may disclose anonymised information with selected third parties for research, statistical or analytical purposes.
8. **YOUR RIGHTS**
- 8.1. You have the right to ask Us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if We intend to use your data for such purposes or if We intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can also exercise the right at any time by contacting Us at [info@fundingknight.com](mailto:info@fundingknight.com).
- 8.2. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that We do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.
9. **ACCESS TO INFORMATION**
- 9.1. The Act gives you the right to access information held about you. Details about how to do this are found in our Website Terms and Conditions.
10. **CHANGES TO OUR PRIVACY POLICY**
- 10.1. We may revise this privacy policy at any time. Any changes We may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.
11. **COMPLAINTS**
- 11.1. 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.
12. **CONTACT**
- 12.1. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@fundingknight.com](mailto:info@fundingknight.com) or Sancus Funding Ltd, Belvedere House, Basing View, Basingstoke RG21 4HG.