

WEBSITE TERMS OF USE

WHO WE ARE AND HOW TO CONTACT US

www.moneything.com is a website operated by MoneyThing Capital Limited ("We"). We are registered in England and Wales under company number 5254797 and have our registered office at 39 Church Crescent, Whetstone, London NC20 0JR.

We are the holder of an interim Consumer Credit Licence regulated by the Financial Conduct Authority and entered on the Financial Services Register under firm number 703549.

We are a limited liability company.

We provide a platform (the "**Platform**") via www.moneything.com (the "**Site**"). The purpose of the Platform is to facilitate the arrangement of secured credit agreements for UK business borrowers. Lenders may be individuals or corporate bodies. Borrowers may not be individuals.

To contact us, please email support@moneything.com.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use (the "**Terms**") and that you agree to comply with them.

If you do not agree to these Terms or to any changes to them, you must not use our Site, and the Platform.

We recommend that you print a copy of these Terms for future reference.

Where the Platform is being accessed from any website other than www.moneything.com, you agree to comply with both these Terms and any terms of use relating to the third party website. Where there is a difference between these Terms and those of any other website operating the Platform, these Terms will prevail.

THERE ARE OTHER TERMS THAT CAN APPLY TO YOU

These Terms refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Policy (<https://www.moneything.com/privacy-policy/>) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

- If you are a lender, upon registration you will also agree and sign up to the lender terms and conditions which govern lender's membership of the Platform and how to lend money ("**Lender Terms**").
- If you are a borrower you will be asked to sign up to an offer letter which contains binding terms, you will also agree and sign up to a loan agreement which governs the relationship between you as the borrower and each lender ("**Loan Agreement**").
- Our Cookie Policy (<https://www.moneything.com/cookies-policy/>), which sets out information about the cookies on our Site.

Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

WE CAN MAKE CHANGES TO OUR SITE

We can make changes to these Terms, the Lender Terms, any other terms or policies that may apply, and/or the way we operate the Site and Platform from time to time and will take reasonable steps to bring any material changes to your attention.

WE CAN SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will be compatible with any hardware or software that you may use, will always be available or uninterrupted, or will always be accurate and up to date. We can suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site is directed to businesses in the United Kingdom, however it may be used by people residing elsewhere.

The Platform opening hours are decided by us and can be varied without notice.

We do not represent that content available on or through our Site is appropriate for use or available anywhere other than the UK.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

Secure access to the Platform is provided by way of your username and password. These login credentials are unique to you and are our primary method of securely identifying you when delivering our services to you. It is therefore extremely important that you keep your username and password secure at all times and do not store them on a device or computer that would permit someone else to impersonate you.

You confirm that you will not provide your username and password to any third parties. If you breach this clause then you shall be responsible for any actions performed on your account by the third party.

We have the right to disable any username or password or any other piece of information, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your username or password or any other piece of information, you must promptly notify us at support@moneything.com.

USE OF THIS SITE

You will not access or use the Site or the Platform except for their intended purpose and will not attempt to:

- Gain unauthorised access to, make unauthorised alterations to the Site, the Platform or to MoneyThing by any means;
- Reverse engineer or decompile (whether in whole or in part) the Platform or any software available through the Site;
- Use the Site or Platform for any purpose that is unlawful under any applicable laws or regulations;
- Make copies, modify, reproduce, transmit, alter or distribute all or any part of the Platform or Site or any material or information contained in them, other than as permitted by law;
- Use the Site or Platform to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (“phishing”); or
- Use the Site or Platform in any manner that disrupts their operation, including the use of any code or software to submit automated bid requests or manipulate or automate any other functions available on our Site.

You will not disguise or interfere in any way with the IP address of the computer you are using to access the Site or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Site.

You understand that we can store your IP address information and can monitor your use of the Site in accordance with our cookie policy (as updated from time to time).

You are responsible for any telecommunication costs, broadband fees or data charges that you incur through your access to the Site or Platform.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our Site, and Platform and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. "Money Thing" is a UK registered trade mark used under licence from and registered to Triskele Limited, a company incorporated in the Isle of Man, of 3rd floor, St James's Chambers, 64a Athol Street, Douglas, Isle of Man, IM1 1JE. You will not make any unauthorised use of the MoneyThing trade mark and any unauthorised use can result in legal action being taken against you.

www.moneything.com is the uniform resource locator ("URL") of our company. You will not make any use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.

We own all rights in any price data and related content on the Platform. Your registration and use of our Platform does not transfer any rights to the content and related intellectual property rights contained in our Platform. Except as otherwise permitted by law, you agree not to monitor, use or copy our web pages or any content on the Platform, including without limitation, any price data without our prior consent. Any unauthorised use or reproduction can be prosecuted.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

Except as otherwise permitted by law, you shall not monitor, use or copy our web pages or any content on the Site, including without limitation any price data for commercial purposes without obtaining a licence to do so from us or our licensors. Any unauthorised use or reproduction can be prosecuted.

If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

You agree to inform us as soon as possible if any information provided by you or contained in your account changes and/or if you become aware of any errors with respect to your account.

We reserve the right to remove from the Platform any loan commitments which are the subject of any error or for any other reason.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This Site can include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

The Site can contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site will be governed by the terms and conditions of that third party site. We have no control over the contents of those sites or resources.

Once you have left our Site, we are not responsible for the content of other websites or for the protection and privacy of any information which you provide on these websites. We do not accept any responsibility or liability for the privacy policies and website terms and conditions of these websites. Please check any privacy policies and website terms and conditions before you submit any personal data to such websites.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

You may not link to this Site from another website which contains inappropriate or distasteful content which reflects badly on us. The website in which you are linking must comply in all

respects with the content standards set out below in the section “Uploading content to our Site”.

If you wish to link to or make any use of content on our Site other than that set out above, please contact support@moneything.com.

YOUR MONEYTHING ACCOUNT

By making an application to borrow or registering as a lender on the Platform, you agree and confirm:

- all the information you have provided is accurate and correct and you are the person whose details you have provided;
- you can enter into a legally binding agreement with us;
- you will only use the Platform for lending or borrowing purposes as envisaged by these Terms and the applicable Lender Terms or Loan Agreement;
- you have provided a current address, telephone number and e-mail address and will notify us immediately if your contact details change;
- in the case of an individual, you are 18 years of age or over and capable of taking responsibility for your own actions;
- in the case of a company, LLP or partnership, you are duly authorised to act on its behalf;
- you hold a current account at a UK bank or building society; and
- you authorise us, at any time, to use any means that we consider necessary to verify your identity with any third party providers of information. Please refer to the Privacy Policy for details of steps we can undertake to do this.

You must provide us with all information requested during the application process and comply with all our identification and anti-money laundering requirements to enable us to comply with all laws, regulations, rules and regulatory guidance applicable to the Platform.

We reserve the right, in our sole discretion, to refuse to register you as a member of the Platform for any reason.

When you register as a lender or apply to borrow on the Platform you will be given a MoneyThing account ("MoneyThing Account") and asked to set a password. You agree to keep your password, user name and MoneyThing reference number (MT Reference Number) strictly confidential and you must not disclose them to any third party. You agree to protect them in the same way as you would details of your bank account or your bank cards. Any failure to do so shall be at your sole risk and expense.

You agree that we are entitled to assume all correspondence, orders, transfers and instructions made by reference to your user name and reference are made by you. You agree to inform us

immediately by e-mail and by telephone if you know or suspect that any of your account information or password has been compromised or are being misused so that we may suspend your account.

We have the right not to act on your instructions under the following circumstances:

- in our reasonable opinion we deem that your instruction was not sufficiently clear to act upon;
- we could not verify your identity to our reasonable satisfaction;
- the instruction was not made by you; or
- we believe that the instruction may be related to an illegal activity.

We have the right to disable any MoneyThing Account or password at any time if, in our reasonable opinion, you have failed to comply with any material provisions of these Terms.

Our Privacy Policy contains details of how we can use the personal information you provide to us when registering, including how we use credit and ID checks to protect you and those you interact with on the Platform.

You should read the Privacy Policy carefully before completing your registration or application. By continuing to use the Site and Platform you consent to such use of your personal information.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Nothing in these Terms shall limit our liability owed by us to you under the Financial Services and Markets Act 2000 (“FSMA”) or the FCA Handbook available at <https://www.handbook.fca.org.uk/handbook/SUP/12/> (“FCA Rules”), and in the event of any conflict between these Terms, FSMA and/or the FCA Rules, then FSMA or the FCA Rules as the case may be shall prevail.
- Different limitations and exclusions of liability will apply to liability arising as a result of any loan agreements entered into using the Site, which are set out in each individual Loan Agreement.
- We exclude all implied conditions, warranties, representations or other terms that can apply to our Site or any content on it.

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our Site and/or the Platform; or
 - use of or reliance on any content displayed on our Site and/or the Platform,
 - except where such liability arises as a result of our breach of contract, negligence or fault.
- Any liability arising out of a breach of these Terms shall be limited to any loss or damage that is a reasonably foreseeable consequence of such a breach and which arises directly from the actions of the defaulting party. Neither party shall be liable for any indirect, special or consequential loss or damage and shall not be liable for any loss of profits, sales, business or revenue.
- We will not be liable for any loss or damage that you may suffer because of any abnormal or unforeseeable circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, for example, delays or failures caused by problems with another system or network, any breakdown or failure of transmission, communication, data processing or computer facilities, mechanical breakdown, an act of state or government, war, riot or terrorism, any act of God, the suspension of any market, postal or other strikes or similar industrial action or any prevention from or hindrance in obtaining any materials, energy or other supplies necessary for the performance of our obligations under these Terms.
- We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that can infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any Site linked to it.
- We provide a Platform to facilitate access to finance. The content and material available via the Platform is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other financial services or banking product. If you are unsure about whether a product is suitable you should contact an independent financial adviser.
- We will have no liability for not displaying on the Site, for withdrawing or for not matching with any prospective lender or borrower, any offer to lend or application to borrow which you submit to us.

UPLOADING CONTENT TO OUR SITE

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 below.

The content standards apply to any and all material which you contribute to our Site (**contributions**), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

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 you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards set out above.

You are solely responsible for securing and backing up your content.

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

When you upload or post content to our Site, you grant us the following rights in relation to that content:

- A perpetual, worldwide, non-exclusive royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Site and promotion of the Site across other media.
- A perpetual, worldwide, non-exclusive royalty-free, transferable licence to users of our Site to use that user-generated content in accordance with the functionality of the Site.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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 via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such 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.

TERMINATION

We can terminate the Terms by notice in writing to you at any time in the event that:

- you are in material breach of any term of these Terms and/or the Lender Terms; and/or
- you breach any term of any Loan Agreement or related agreement to which you are a party; and/or
- we suspect that you have used the Platform or the Site, or intend to use the Platform or the Site, for the purpose of an illegal activity.

You can terminate these Terms by providing 7 days' written notice to us, provided you have no Loans or Loan Commitments (each as defined in the Lender Terms) outstanding or borrowers' requests to borrow money via the Platform open to offers on the Platform at the time of your request.

On termination of these Terms, any of your funds linked to your MoneyThing Account will, subject to any restriction under Applicable Law (defined below), be returned to you.

Following termination of these Terms, we will provide you with limited access to the Site and your MoneyThing Account for a period of 7 days to download any of your user content or information relating to loans made by or to you via the Platform. Upon the expiry of that 7 day period, your access to your MoneyThing Account and the Platform will be terminated and we will have no obligation to store or provide you with access to any information relating to your activity on the Platform.

CONFIDENTIALITY

We shall be obliged to disclose to you any information, consider or to take into account any information or other matters which come(s) to our notice or the notice of any of our employees, directors, agents, or associates:

- but does not come to the actual notice of the person dealing with you; or
- where such disclosure, consideration or taking into account would, or we reasonably believe that it would, be a breach of any duty of fidelity or confidentiality owed to any other person.

You and MoneyThing will keep confidential and will not disclose to any third party any information that is marked or otherwise indicated as being confidential, except information that any of us is bound to disclose under any related amendment, re-enactment, subordinate legislation and regulations ("Applicable Law") or by order or request of any regulatory authority or by a court of law, or to our respective professional advisers for the purposes contemplated in these Terms, or in our cases, where disclosure is necessary to exercise any of our rights or perform any of our obligations under these Terms.

COMPLAINTS

In the event that you make a complaint, we will make every effort to rectify the problem as soon as practicably possible. If you have any complaint about this Site or any of the goods or services we provide, you should contact [support@moneything.com] and we will try and resolve it as soon as possible.

If you feel that your complaint or grievance has not been dealt with satisfactorily, you have the right to take your complaint to the Financial Ombudsman. If you have not received a final response letter from us within eight weeks of raising your complaint, or the final response letter has been received but is not satisfactory to you, you will need to bring your complaint to the Financial Ombudsman within six months. You can contact the Financial Ombudsman at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by calling them on 0800 023 4567.

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

GENERAL

The provisions of these Terms are personal to you and you shall not be entitled to assign or transfer any of your rights or obligations under these Terms.

We can assign our respective rights and obligations under these Terms.

If any provision of these Terms is or becomes illegal, invalid or unenforceable that shall not affect the legality, validity or enforceability of any other provision of these Terms.

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

These Terms apply howsoever you decide to access the Platform (including through the Site or through any mobile device application).

If you have any questions about these Terms, please contact our Customer Services team on 0800 066 3344 or by email at support@moneything.com.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.