

PLATFORM TERMS AND CONDITIONS - BORROWERS

INTRODUCTION

These Terms and Conditions (the "**Terms**") set out:

- the process for registering as a Member of the Lendwise online lending platform ("**Lendwise Platform**") as a Borrower
- how You can access and use the Website and the Lendwise Platform
- our relationship with You
- the services We will provide to You

WARNING: Please read these Terms carefully. They govern the relationship between You and Us and govern Your access to the Lendwise Platform.

They include the fees that We charge You for using the Lendwise Platform, and Our role in matching Your Loan Requests through the Lendwise Platform.

These can be found under the section headed Our Fees. They also include the legal authority by which We will act on Your behalf in certain circumstances.

If You are unclear about any of these Terms or have any questions, please contact Our customer support team at borrowers@lendwise.com before agreeing to them.

ABOUT US

Lendwise Limited is a company incorporated and registered in England with company registration number 10466048 whose registered office is at 3 More London Riverside, London, SE1 2AQ ("**Lendwise**" or "**Us**", "**We**" or "**Our**").

Lendwise Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 782496 and is registered with the Information Commissioner's Office under registration number ZA281795.

We operate an electronic system which matches student borrowers seeking to borrow a cash loan to fund their university education or professional qualifications and related expenses as well as personal loans, with lenders who are prepared to lend for these purposes.

We also provide a range of associated services to both Lenders and Borrowers, including administration, repayment and collections activities.

We do not offer any advice on the merits of entering into any loan agreement.

In return for arranging and servicing loans made through the Lendwise Platform, We charge a fee or commission as set out in these Terms and in any relevant loan documentation.

DEFINED TERMS

In these Terms, certain words have a specific meaning:

Agent's Account	means the bank account in Our name which We use to collect and hold all client money on behalf of Lenders;
Aggregated Loan Offer	means all of the Loan Offers made by the Lenders which in total sum add up to the Loan Request You make.
Borrower	means You, the actual or prospective borrower under a Framework Lending Agreement facilitated via the Lendwise Platform.
Collector	means any debt collection agent that We may appoint from time to time.
Fees	has the meaning given under the section headed 'Our Fees'.
Framework Lending Agreement	means the agreement entered into by the Lender(s), Us (as their agent) and You.
Lender	means the actual or prospective lender(s) under a Framework Lending Agreement facilitated via the Lendwise Platform.
Platform Terms and Conditions – Lenders	means the platform Terms and Conditions which govern the relationship between Lendwise and a Lender and which a Lender must agree to before they are able to use the Lendwise Platform, a copy of which can be found on the Website.
Lendwise Account	means Your virtual account shown on the Lendwise Dashboard.
Lendwise Account Number	means the personal identifying account number issued to You upon successfully joining the Lendwise Platform by registering for a Lendwise Account.
Lendwise Credentials	means Your username and password combination used to access the Lendwise Platform.
Lendwise Dashboard	means a personalised area of the Website where You can view a summary of Your Lendwise Account, other relevant information relating to the Lendwise Platform and perform a number of actions.
Loan	means a loan transaction entered into between You and a Lender or Lenders using the Lendwise Platform, the terms of which are set out in a Framework Lending Agreement.
Loan Application	means Your application for a Loan Request.
Loan Offer	has the meaning given under the section headed 'Loan Offer Process'.
Loan Request	means Your proposal for a Loan via the Lendwise Platform, to which Lenders may make Loan Offers.

Member (or membership, as the context may require)	means a person approved by Lendwise to register, join, access and use the Lendwise Platform pursuant to and in accordance with these Terms which results in membership.
Nominated Bank Account	means Your UK bank account into which the monies under the Loan will be deposited, and from which You will make repayments of the Loan.
Privacy Policy	means the Lendwise privacy policy accessible online at Lendwise_Privacy_Policy.pdf .
URL	has the meaning given under the section headed 'IP Rights'.
Website	means https://lendwise.com/ .
You	means the person signing these Terms with the intention of becoming a borrower Member of the Lendwise Platform.

HOW TO BECOME A MEMBER OF THE LENDWISE PLATFORM

To access and use the Lendwise Platform You must first become a Member. To become a Member You must:

- meet the eligibility criteria set out below both at the time of Your registration and also for the duration of Your time as a Member
- agree to these Terms
- complete the borrower registration process as set out under the section headed 'Borrower Registration'.

Once We have completed Our customer due diligence and You have been accepted as a Member, We will:

- register You as a Member of the Lendwise Platform, and
- provide You with access to and use of the Lendwise Platform as a Borrower.

Once You are registered as a Member of the Lendwise Platform, You can then submit information for Us to prepare a Loan Request on Your behalf. The borrowing process is set out under the section headed 'Borrowing Process'.

OUR ROLE

We will:

- operate the Website and the Lendwise Platform to enable You to enter into a Loan
- provide You with the documentation You will need to enter into a Loan
- deal with payments made to the Lender or to You under the Loan, and
- service and manage the Loans.

OUR AGREEMENT

These Terms should be read alongside, and are in addition to, Our Privacy Policy.

By becoming a borrower Member of the Lendwise Platform, You may not also become a lender Member of the Lendwise Platform until such time as all amounts outstanding under the Framework Lending Agreement entered into by You have been repaid.

These Terms make up the entire agreement between Us and You in relation to Your Membership of, access to and use of the Lendwise Platform together with any additional services We provide You in relation to the Lendwise Platform.

You should be aware that, by becoming a Member and/or using the Lendwise Platform:

- We are not obliged to introduce You to a Lender
- We are not obliged to make a Loan available to You from one of the Lenders
- You are not obliged to proceed with any Loan; even after We have matched You with a Lender and provided You with loan documentation, You can decide not to proceed with the Loan.

ELIGIBILITY CRITERIA

In order to become a Member, You must meet the following criteria:

- You must be an individual
- You must be 18 years of age or over and capable of taking responsibility for Your own actions
- You must be resident in the United Kingdom
- Your Nominated Bank Account must be in Your own name with a UK bank.

For as long as You are a Member of the Lendwise Platform and by agreeing to these Terms, You agree that the following statements are true and accurate:

- You meet the eligibility criteria set out above
- the information You provide to Us in the course of registering as a Member and whilst You remain a Member, is true and accurate in all respects
- If you are applying for an educational loan with Lendwise, You have applied for, and been accepted onto a relevant education course (or courses) with an educational services institution or professional body in connection with this Loan and will complete such course whilst your repayment of your Loan is ongoing. This clause does not apply if you are applying for a personal loan on the Lendwise Platform
- You have disclosed to Us any circumstances that You are aware of (including any actual or reasonably likely to occur legal claims proceedings or investigations against You by any third party) which could or might result in a material adverse change in Your financial condition, business or assets, and
- You will not allow any other person to access or use Your Lendwise Account.

You must contact Us as soon as possible if any of the above criteria or statements are no longer true or accurate. We reserve the right to remove You as a Member from the Lendwise Platform as a result of You no longer meeting the eligibility criteria set out above or otherwise breaching any other condition of

these Terms. You agree to provide Us with information We may reasonably require about Your financial condition, business and affairs if We ask for it.

You agree to access and use the Lendwise Platform only for borrowing as envisaged by and in accordance with these Terms.

If We are unable to complete any steps in this section, We will not register You as a Member.

You cannot assign or transfer Your Membership or Your rights (or obligations) under a Loan without Our prior written consent.

You must inform Us promptly of any changes to the personal information You submitted when You registered as a Member.

You are responsible for Your own tax affairs, it is Your responsibility to account for any tax imposed on You as a result of entering into the Framework Lending Agreement through the Lendwise Platform. We will not deduct any tax from any amounts You receive under the Framework Lending Agreement and so We recommend You seek independent financial and tax advice before You become a Member of the Lendwise Platform to understand Your tax and other obligations.

BORROWER REGISTRATION

You agree to provide accurate registration information, including any relevant documents requested by Us. You agree to inform Us promptly of any changes to such information via the process set out in Your Lendwise Account.

You agree to provide Us with the sort code and account number (or IBAN number where relevant) of Your Nominated Bank Account.

You authorise Us, at any time, to use any means that We consider reasonably necessary to verify Your identity with any third-party providers of information. Please refer to the Privacy Policy for details of steps We may undertake to do this.

As part of the registration process, You will be required to provide a valid e-mail address and choose a password which meets Our password criteria. You must change Your password on a regular basis.

Upon successful completion of Our registration process We will provide You with Your Lendwise Account Number.

You agree to keep Your Lendwise Credentials secret and strictly confidential (as well as other codes that protect access to Your Lendwise Account) and make sure that they are not stored on Your computer or other device in a way that enables others to impersonate You. You also agree that, if You disclose Your Lendwise Credentials to anyone else to allow them to access the Lendwise Platform, You are also responsible for any actions they take on the Lendwise Platform using Your Lendwise Credentials. You may be responsible for any losses You or We suffer if You fail to keep Your Lendwise Credentials confidential and We will not be responsible for any unauthorised access to confidential information about You on the Lendwise Platform unless We have acted fraudulently or with gross negligence.

Once You have logged in using Your Lendwise Credentials, We will assume that all correspondence, orders, transfers and instructions are made by You. You agree to inform Us immediately by e-mail at borrowers@lendwise.com or by telephone on 0203 890 7270 if You believe that any of Your Lendwise Account information is being misused or if You think someone else knows Your Lendwise Credentials so that We can suspend Your Lendwise Account until We have investigated this further.

We may refuse to act on Your instructions where We suspect that someone else has logged into Your Lendwise Account or We suspect illegal or fraudulent activity, or We reasonably believe the instructions:

- are unclear
- were not given by You

- might cause Us to breach these Terms, a legal, regulatory or other duty, or
- suggest that Lendwise is being used for an illegal purpose.

BORROWING PROCESS

GETTING STARTED

To apply for a Loan, You must enter the requested information via the loan application process accessible through the Lendwise Platform, and answer any additional questions that We may ask You.

YOUR LOAN APPLICATION

The process will begin with You submitting an online application requesting a Loan ("**Loan Request**"). If You meet Our lending criteria, We will provide You with preliminary loan terms. If You are happy with these preliminary loan terms, and provided You successfully pass the relevant checks as described in this section, Your Loan Request will be presented to Lenders so that they may consider making a Loan Offer to You.

When assessing Your application, We will carry out a creditworthiness and affordability assessment using various sources of information including information from credit references agencies, the information You provide Us and the information We receive from third parties about You and Your financial status. If you have any financial associates and/or members of your household, their data may also be provided in the results of any search. We will use this information to assess whether the loan is suitable for You. This assessment will result in Us either accepting or declining Your Loan Request. For more information on how We process Your personal data when You submit a Loan Request, please see Our Privacy Policy.

After We have received relevant information from one or more credit reference agencies and We have processed Your personal data through Our internal scoring models, Your Loan Application will be assigned a final score. Depending on this score, Your Loan Application will be accepted and processed, or declined. A credit officer may request additional information from You at this time before taking a decision on Your Loan Application.

In order for Us to complete the underwriting for Your Loan Application process, We will ask You for full proof of identity, for anti-money laundering and fraud prevention purposes.

LOAN OFFER PROCESS

Your Loan Request will be made available for Lenders to see (subject to certain criteria). A Loan Offer will only be provided to You once the total sum of Your Loan Request is met by the total sum of loan offers We receive from Lenders. Following successful completion of a second underwriting stage, We will send You a preliminary loan offer on behalf of the Lender(s) for You to review and accept (the **Loan Offer**).

Before You accept the Loan Offer, We will provide You with details of the proposed loan and the following documentation on behalf of the Lender(s):

- pre-contract information, and
- draft loan documentation.

We will follow all relevant legal and regulatory processes in providing You with this information.

You should carefully review the information provided to You and only agree to the Framework Lending Agreement if the terms set out in the Framework Lending Agreement are acceptable to You and You intend to be bound by its terms. In particular, You should check the following are acceptable to You:

- the term of the Loan

- the interest rate
- the repayments, and
- any fee payable to Us or the Lenders.

We will tell You the interest rate which will apply to Your Loan before the Loan Request is provided to Lenders, and this interest rate will be set out in the Framework Lending Agreement.

Please note that We do not make any promises or assurances (known as representations to You), either directly or indirectly, to provide funding to You.

A Loan Offer made to You will remain open for acceptance until either We withdraw it or You sign a Framework Lending Agreement, as applicable. We are able to withdraw a Loan Offer at any stage and for any reason before You sign a Framework Lending Agreement.

A Loan Request will only be valid and open for allocation (matching) to a Lender if it is made in accordance with these Terms. We reserve the right at any time to refuse to list Your Loan Request on the Lendwise Platform without giving prior notice.

If We allow You to make a Loan Request and We subsequently suspect that You are or were, at the time of submitting the Loan Request, in breach of these Terms, We may, (at Our reasonable discretion), withdraw any Loan Request from the Lendwise Platform.

You will only be able to enter into a Framework Lending Agreement by way of electronic signature on the Lendwise Platform. You must electronically sign the Framework Lending Agreement Yourself through the Lendwise Platform and must not allow another person to do so on Your behalf. Your electronic signature will be uploaded using a one-time password which will be linked to either the mobile phone number or e-mail address which You provided to Us during Registration. Your electronic signature will mean You accept the Loan Offer made to You in response to Your Loan Request. Once You have signed Your Framework Lending Agreement, We will notify each of the Lenders of Your acceptance. You will not be charged any Fees until the Framework Lending Agreement is signed.

Once the Framework Lending Agreement is signed We will arrange for the funds to be paid out in accordance with the Framework Lending Agreement.

You will not be borrowing from Lendwise but from other Members who wish to lend through the Lendwise Platform. You cannot choose the Lender under Your Framework Lending Agreement.

You must inform Us as soon as You become aware of any errors with respect to Your Lendwise Account or any calculations with respect to any Loan Request You have submitted. We may also remove any Loan Offer which contains any errors from the Lendwise Platform.

You are responsible for the information that You provide to Us for each Loan Request that You make. We will not be responsible for incorrect entries made by You on the Lendwise Platform, including data input errors (for example, if You insert the incorrect amount that You wish to borrow) with respect to the amount of any Loan Request.

We may decide, at Our absolute discretion, when the Lendwise Platform is open for the making of Loan Requests and We may close or limit the Lendwise Platform at any time.

THE FRAMEWORK LENDING AGREEMENT

The Framework Lending Agreement is a separate agreement between You and the Lender(s) and is governed by separate Terms and Conditions. If there is a conflict between these Terms and the Framework Lending Agreement, the Terms and Conditions of the Framework Lending Agreement will take precedence. These Terms do not form part of Your Framework Lending Agreement.

You will be provided with a copy of the unsigned Framework Lending Agreement as part of the pre-contract disclosure. You should print and/or save a copy of this. A copy of the signed Framework Lending Agreement will be made accessible via Your Lendwise Account.

Once a Framework Lending Agreement has been made You will not be allowed to change the terms or withdraw from the Framework Lending Agreement other than in accordance with Your statutory right of withdrawal as set out in the Framework Lending Agreement.

ACTING AS YOUR AGENT

You appoint us to be Your exclusive agent for the purposes of:

- matching Your Loan Request via the Lendwise Platform with prospective Lenders
- communicating Your Loan Requests, and
- communicating Your acceptance of the Loan Offers to the relevant Lenders.

We will also act as the Lender's agent for the purposes of:

- matching a Loan Offer to a Borrower via the Lendwise Platform, and
- any other activity We carry out under this section in relation to a Framework Lending Agreement.

BORROWER RIGHT OF WITHDRAWAL

You have a right to withdraw from the Framework Lending Agreement within fourteen (14) days from the date You enter into it. Please refer to Your Framework Lending Agreement for details of how You can do this.

REPAYMENT OF YOUR LOAN

The scheduled repayments payable to the Lender(s) will be set out in the Framework Lending Agreement.

You must make repayments to Us which We will collect on behalf of the Lender(s).

You may be contacted by Lendwise or the Collector about amounts outstanding under Your Framework Lending Agreement.

If Your relationship with Lendwise or the Collector has broken down, this may be included in the Information supplied to the credit reference agencies. You should be aware that this may have serious consequences for Your ability to get credit in the future.

We will always follow the required statutory and regulatory process in relation to arrears and defaults in respect of Your Loans.

OUR FEES

Please note that the terms "Commitment Fee", "Administration Fee" and "Origination Fee" are often used interchangeably. This means that there might be instances where these terms are used to refer to the same concept. It's important to understand that this phrasing does not indicate a preference for either term, but rather highlights the potential for their interchangeable use in various contexts.

Save as set out in this section and in any relevant Framework Lending Agreement, We will not charge You a fee for Membership of the Lendwise Platform.

However, We will charge You an arrangement fee ("**Commitment & Administration Fee**") for arranging the Loan between You and the Lender. You will be notified in the pre-contract documentation and in the Framework Lending Agreement of the amount of such fee.

The Commitment & Administration Fee is only payable by You if You take out a Loan through the Lendwise Platform. You agree to pay Us the Commitment & Administration Fee in accordance with the Framework Lending Agreement.

The Commitment & Administration Fee can be paid either up-front by You on the date that You enter into the Framework Lending Agreement, or can be financed under the Framework Lending Agreement. Where the Commitment and Administration Fee is financed under the Framework Lending Agreement, interest will accrue on both the amount of credit provided and on the Commitment & Administration Fee.

Other fees or charges that may be charged by Us (or a Collector acting on behalf of Lendwise and/or the Lender) and which will be added to the balance outstanding under the Framework Lending Agreement are:

- any collections and/or tracing costs charges
- all litigation, enforcement and recovery costs and expenses to recover any loans or outstanding arrears, and
- any other fees or charges (including Default Charges as set out in the Framework Lending Agreement).

Any fees owed to Us will be rounded to the nearest two decimal places.

USE OF YOUR PERSONAL INFORMATION

In connection with Your use of the Lendwise Platform and Our interactions with You, We will collect information about You, including Your name, contact details and financial details (Your **“Personal Information”**) to verify Your identity, for internal compliance, anti-money laundering and fraud checks, and credit risk in order to set up Your Lendwise Account, to arrange Your matching with Lenders, to correspond with You, for statistical analysis, to collect and make payments in accordance with Your Loan and, subject to obtaining Your consent, to provide You with information about Our services and products.

We will handle Your Personal Information in accordance with applicable data protection law and will maintain appropriate data security procedures designed to protect against loss or compromise of personal data. We and other organisations that We engage may access and use the information recorded by credit reference and fraud prevention agencies (including in countries outside the UK) for the purposes of assessing lending risks and identifying, preventing, detecting or tackling fraud, money laundering and other crime.

We may use this information to assess Your credit risk and to determine whether to provide You with a Loan Request. In some cases the decision as to whether or not We will allow You to make a Loan Request will be made on an automated basis.

Any credit reference agency that is searched as a result of Your use of the Lendwise Platform will keep a record of any search and other lenders may use it to assess applications they receive from You in the future. If You take out a loan with Us, Your details and Your payment record will be reported to credit reference agencies. This information may then be used to help make credit and insurance related decisions about You and members of Your household. Occasionally the information may be used for fraud prevention or to trace debtors. If You default or if there is any suspicious activity on Your Lendwise Account, We may carry out additional searches with credit reference agencies. As a general rule, We will give You at least 28 days' notice if We decide to file a 'default' on Your credit reference file. However, We may not always give You notice beforehand, for example, if We plan to take court action. More information of how We work with credit reference and fraud prevention agencies can be found in Our Privacy Policy referred to in this section.

We may disclose Your Personal Information to third parties, including to certain regulatory bodies, debt collection agencies, law enforcement and crime prevention agencies for the purposes referred to above and to comply with Our legal and regulatory obligations. We may also pass Your Personal Information to third parties who handle it on Our behalf. Depending on the circumstances, We may transfer Your

Personal Information abroad to countries whose Personal Information protection laws are less strict than in the UK. If so, We will ensure that appropriate safeguards are put in place.

You have certain rights under applicable data protection law, including the right to access certain Personal Information that We hold about You and to have any incorrect Personal Information corrected.

More detail about how We process Your Personal Information and how You may exercise Your rights in respect of that information is set out in the Privacy Policy, which can be found at [Lendwise Privacy Policy.pdf](#). You should review this Privacy Policy to ensure that You understand how We process Your Personal Information and Your rights in respect of it.

Should You have any questions about Our use of Your Personal Information, please contact Us via the contact details set out in the Privacy Policy.

ADDITIONAL WEBSITE TERMS

We do not guarantee that the Website and Lendwise Platform, or any content within, will always be available or be uninterrupted.

We will make all reasonable efforts to allow You uninterrupted access to the Website and Lendwise Platform, but access to and use of the Lendwise Platform may from time to time be interrupted, suspended, or restricted, whether owing to a fault, error or damage, or planned maintenance. We shall not be liable to You for any loss or damage which You may suffer as a result of this.

You agree to access and use the Website and Lendwise Platform only for its intended purpose and in accordance with these Terms. In particular, You agree not to:

- attempt to hack, make unauthorised alterations to or introduce any kind of malicious code to the Website or Lendwise Platform by any means
- reverse engineer or decompile (whether in whole or part) any software available through the Website
- make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website or any material or information contained on it
- disguise or interfere in any way with the IP address of the computer You are using to access the Website or otherwise take steps to prevent Us from correctly identifying the actual IP address of the computer You are using whilst accessing the Website
- gain or attempt to gain, or assist other in gaining, unauthorised access to the Website and Lendwise Platform
- use the Website and/or Lendwise Platform for any purpose that is unlawful, including any fraudulent use
- use the Website and/or Lendwise Platform to simulate communications from Us or another service or entity in order to collect identity information, authentication credentials, or other information, or
- use the Website and/or Lendwise Platform in any manner that disrupts their operation or causes it to fail.

We may suspend or disable Your access to the Website and/or Lendwise Platform at any time if, in Our reasonable opinion:

- You have failed to comply with these Terms, or

- Your Lendwise Account is being misused, illegally or fraudulently used or is subject to other unauthorised use.

IP RIGHTS

Other than as set out below, as between You and Us, We own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Website. In particular, Lendwise and the Lendwise logo are trademarks of Lendwise Limited. You will not make any unauthorised use of such trademarks and any unauthorised use may result in prosecution. <https://lendwise.com> is the uniform resource locator (**URL**) of Lendwise. 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.

If and to the extent that any such intellectual property rights vest in You by operation of law or otherwise, You agree to do any and all such acts and execute any and all such documents as We may reasonably request in order to assign such intellectual property rights back to Us.

You shall retain ownership of all copyright in data You upload or submit to the Website. You grant Us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

VARIATION OF THIS AGREEMENT

We may make changes to these Terms & Conditions and/or the Privacy Policy from time to time for any of the following reasons:

- to make the terms clearer or more favourable to You;
- to reflect a change in business practice or legal or regulatory requirements or recommendations, including the adoption of a voluntary code of practice;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities or the further development of existing ones;
- to ensure that Our business is run prudently and efficiently; or
- to reflect changes in Our costs of providing services to You;
- to rectify any genuine mistake; or
- where it necessary for the introduction of new features or services which may be of benefit to You or for the development of existing services.

We will take all reasonable steps to bring any such changes to Your attention (such as by placing a notice of change on a prominent position on the Website (including through the Lendwise Platform), together with the changed Terms). It is Your responsibility to check these Terms & Conditions and the Privacy Policy from time to time to ensure that You agree with them.

You can terminate Your Membership of the Lendwise Platform in accordance with the section headed 'Cancellation and Termination'. By continuing to be a Member of Lendwise or access and use of the Lendwise Platform after any change to these Terms will be deemed to be Your acceptance of the change.

CANCELLATION AND TERMINATION

STATUTORY RIGHT OF CANCELLATION

You have the right to cancel this agreement entered into between You and Us under these Terms, without giving any reason, within 14 days beginning on the day after the date on which You become a

Member of the Lendwise Platform. You can do this via Your Lendwise Account or by emailing borrowers@lendwise.com. This does not impact Your right to terminate as set out in the remainder of this section.

TERMINATION

If You no longer wish to be a Member of the Lendwise Platform, and provided You have no Framework Lending Agreements currently in force, You can notify Us at any time and We will end Your Membership. We will treat Your notice as notice of termination of this agreement between Us.

We may terminate Our agreement with You under these Terms and end Your Membership of the Lendwise Platform at any time if:

- You breach these Terms
- You breach any term of Your Framework Lending Agreement(s) and fail to remedy the breach within any period notified to You or where no such notification is provided, within a reasonable period
- We suspect that You have committed or have been involved in fraud, money laundering or other criminal activities, or
- You misuse the Lendwise Platform by carrying out any of the prohibited activities set out under the section headed Additional Website Terms.

Termination of Your Membership of Lendwise will not necessarily result in a termination of any Framework Lending Agreement which shall remain valid and binding unless and until terminated in accordance with the terms of the Framework Lending Agreement.

If You have Framework Lending Agreement(s) outstanding, We will not be able to close Your Lendwise Account following termination by Us until all sums due under such Framework Lending Agreement(s) have been repaid. We may however significantly restrict Your access to the Lendwise Platform and Your ability to use certain functions under Your Lendwise Account. This includes carrying out any action set out under the section headed Additional Website Terms.

LIABILITY

You shall be liable (i.e. responsible) to Us for any loss or damage suffered by Us as a result of any breach of these Terms or any Framework Lending Agreement by You, or any fraudulent or negligent use of the Lendwise Platform.

We shall not be liable to You for any loss or damage which You may suffer as a result of being a Member of the Lendwise Platform or using the Lendwise Platform (including if You fail to make expected repayments under a Framework Lending Agreement), unless We have breached these Terms or the loss and damage has been caused by negligence, wilful default or fraud by Us or Our employees.

We are not responsible for any breach of these Terms arising from circumstances outside Our reasonable control. Our total liability to You in connection with these Terms, Your being a Member of the Lendwise Platform and Your use of the Lendwise Platform shall not exceed the amount of money You have borrowed giving rise to the liability.

We shall not be liable to You for any loss or damage which You may suffer as a result of Us not being able to match You with a Lender whether within a given period or at all.

We may at any time, without notice to You, set off any liability owed to Us or to Our Members by You, including (without limitation) in relation to any Lendwise Account in Your name or which We reasonably believe to be under Your control, against any funds held in another Lendwise Account in Your name or which We reasonably believe to be under Your control.

COMPLAINTS

If You want to make a complaint about Lendwise or a Framework Lending Agreement You can e-mail Us at borrowers@lendwise.com with brief details of Your complaint and Your Lendwise Account Number.

For full details of Our complaints procedure including how We deal with Your complaint, please visit <https://lendwise.com/contact/>.

If We cannot resolve Your complaint within 8 weeks of receiving Your complaint, You have the right to refer Your complaint to the Financial Ombudsman Service (<https://www.financial-ombudsman.org.uk/>). We will provide You with further details about this when dealing with Your complaint.

MISCELLANEOUS

In the event that any provision of these Terms is deemed by any competent authority to be unenforceable or invalid, the relevant provision will be changed to allow it to be enforced in line with the original to the fullest extent permitted by applicable law. In any case, the validity and enforceability of the remaining provisions of these Terms shall not be affected.

Subject to applicable law, all disclaimers, indemnities and exclusions in these Terms shall survive termination of the agreement between Us for any reason.

We may, in whole or in part, release, compound, compromise, waive or postpone any liability owed to Us or right granted to Us in these Terms without in any way prejudicing or affecting Our rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

If We do exercise (in whole or in part), or fail or delay to exercise any right, power or remedy under these Terms, this will not mean that We have waived, impaired or precluded any further exercise of, that or any right, power or remedy arising under these Terms or otherwise.

We and You will enter into these Terms electronically.

We may assign or otherwise exercise any of Our rights under these Terms ourselves or through another legal entity which We own or control. You cannot assign or transfer Your rights and obligations under 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.

This Agreement is governed by the laws of England and Wales. This includes any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims). You and We submit to the non-exclusive jurisdiction of the courts of either England and Wales (if You are resident in England and Wales), Scotland (if You are resident in Scotland), or Northern Ireland (if You are resident in Northern Ireland) provided always that We can take action against You in any other relevant jurisdiction.

NOTICES

You agree that all Information, notices, documents that We are entitled to send You electronically may be delivered to You via the Lendwise Platform and/or to the email addresses provided by You at registration or may be sent by post to Your last known postal address, including notices of assignment relating to Framework Lending Agreements. It is Your responsibility to check Your Lendwise Dashboard regularly. We may remind You from time to time to check Your Lendwise Dashboard.

RECORDS CONCLUSIVE

The records kept by Lendwise shall be conclusive of the facts and matters they purport to record, including evidencing the rights and obligations of any person in relation to each of the Framework Lending Agreements unless We have acted fraudulently or negligently.

WAIVER

If We do not strictly apply Our rights under the Terms at any time, that will not prevent Us from doing so later.