

Website Terms of Use

25 May 2018

1. OUR TERMS OF USE

1.1 Lendwise's registered office is at 3 More London Riverside, London, SE1 2AQ and its company number is 10466048. Lendwise Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 782496.

1.2 By accessing www.lendwise.com and its related websites, services, applications or tools (together referred to as "Lendwise") you are agreeing to the following terms of use ("Website Terms of Use"). You should read these Website Terms of Use carefully before using the Website.

1.3 Please note that if you are an existing Member of the Lendwise Platform, in addition to these Website Terms of Use, you will also be bound by the applicable Platform Terms and Conditions (either the Lender Platform Terms or Borrower Platform Terms, together the Platform T&Cs). Where there is a conflict between these Website Terms of Use and each of the Platform T&Cs, the Platform T&Cs will prevail.

2. WEBSITE CONTENT

2.1 We may remove or amend the content on the Website at any time, without notice, and we accept no liability, no matter how that may be caused, arising from us doing so.

2.2 It is your responsibility to comply with all applicable laws, including ensuring that your access and/or use not only complies with the Website Terms of Use, but also with the laws of the jurisdiction from which your use or access is made.

2.3 Whilst we shall take all reasonable steps to ensure that all the information included on the Website is correct, up to date and complete, we do not represent to you the completeness or accuracy of the Website or its content, including but not limited to statistical information published by us on the Website, and we accept no liability, no matter how that may be caused, arising from any information which is not correct, up to date, complete, or which has been superseded.

3. ACCESS TO THE WEBSITE

3.1 We do not guarantee that the Website, or any part of it, or any content within, will always be available or be uninterrupted.

3.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may 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. We shall not be liable to you for any loss or damage which you may suffer as a result of this.

3.3 Subject to clause 3.4, you are permitted to access and use the Website on a personal and non-commercial basis. You may also download and/or print material from the Website for personal, non-commercial use where we make this available to you.

3.4 You agree to access and use the Website (and all content on the Website) only for its intended purpose and in accordance with these Website Terms of Use. In particular, you agree not to:

3.4.1 make commercial use of the Website or any of the content including, but not limited to, information, imagery or data from, or underlying, the Website without obtaining our express written permission to do so;

3.4.2 attempt to hack, make unauthorised alterations to or introduce any kind of malicious code to the Website by any means;

3.4.3 reverse engineer or decompile (whether in whole or part) any software available through the Website;

3.4.4 make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website or any material or information contained on it;

3.4.5 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;

3.4.6 gain or attempt to gain, or assist other in gaining, unauthorised access to the Website;

3.4.7 use the Website for any purpose that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

3.4.8 use the Website to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information;

3.4.9 use the Website in any manner that disrupts its operation or causes it to fail;

3.4.10 remove copyright, trade mark or other intellectual property notices on any downloaded or printed document from the Website, or otherwise act in a way to cause or risk causing infringement, a weakening of, or damage to our brand, intellectual property or business;

3.4.11 make available or replicate any content, information, imagery or data from, or underlying, the Website and use it in such a way as to cause or risk causing confusion or an association as between you or your activities (or a third party or their activities) and us and our activities;

3.4.12 use any content, information, imagery or data from, or underlying, the Website in such a way as to cause or risk causing harm or detriment to us or our business, brands or activities;

3.4.13 expressly or implicitly state that we endorse or are related to or responsible for any products or services which are not our own;

3.4.14 misrepresent your association or dealings with us;

3.4.15 present, disseminate or make available any false or misleading information about us;
or

3.4.16 use our Website or the material within or act in a manner so as to associate or risk associating us with any content which is or might be harmful, including without limitation material which is offensive, threatening, obscene, abusive, discriminatory, defamatory, in breach of confidence, in breach of privacy, infringes any intellectual property rights or other rights of any third party or otherwise does not comply with all applicable laws and regulations.

3.5 We may suspend or disable your access to the Website at any time if, in our reasonable opinion:

3.5.1 you have failed to comply with these Website Terms of Use; or

3.5.2 your access to the Website is being misused, illegally or fraudulently used or is subject to other unauthorised use.

3.6 If you access and use our Website in breach of clause 3.4, we may take further action against you which we consider to be appropriate. You agree to indemnify us to the fullest extent possible for any loss or damage suffered by us which arises out of or in connection with a breach by you of clause 3.4.

3.7 If your breach under clause 3.4 also amounts to a criminal activity, we reserve the right to report you to the Police and provide them with any details we hold about you, including your IP address.

4. DATA PROTECTION

4.1 Please see our Privacy Policy for details of how personally identifiable information is collected and may be processed or shared with others.

4.3 When processing your personal data, we shall always comply with the Data Protection Act and any other associated legislation.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Subject to clause 5.3 below, 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 must not make any unauthorised use of such trademarks and any unauthorised use may result in prosecution.

5.2 www.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.

5.3 Without limiting any rights you have in your personal data, in relation to any information or material you send to us using this Website, you hereby grant us a worldwide, royalty-free, perpetual licence to the copyright and other intellectual property rights in such information or material for any purpose we consider appropriate including, without limitation, copying, sending, distributing or publishing the same, unless where restricted by law.

5.4 We do not warrant or represent that the content of the Website does not infringe the rights of any third party.

6. GENERAL EXCLUSIONS OF LIABILITY

6.1 You shall be liable to us for any loss or damage suffered by us as a result of any breach of these Website Terms of Use, or any fraudulent or negligent use of the Website by you.

6.2 We shall not be liable to you for:

6.2.1 any loss or damage however caused to you or another (including but not limited to loss of income, business, profits, opportunity, contracts, actual or anticipated savings, data, reputation or goodwill) arising from your use of the Website;

6.2.2 changes made to the Website or its content by unauthorised third parties;

6.2.3 any breach of these Website Terms of Use arising from circumstances outside our reasonable control; or

6.2.4 loss or damage to any data or property, such as software or hardware, including but not limited to loss or damage caused by malicious script, viruses, spyware, or other such content resulting from access to and use of our Website or downloading any content on our Website.

6.3 Nothing in these Website Terms of Use will exclude or limit our liability for fraud or any other liability which we cannot lawfully exclude or limit (including our liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors), and this section shall be construed accordingly.

6.4 If we choose to delay enforcing any of our rights relating to these Website Terms of Use, or even not enforce all or any part of them in a given circumstance, we may do so at our discretion. Any such delay or non-enforcement on our behalf will not be deemed a waiver of those rights or any other provision, and will not in any way prejudice or limit our rights under these Website Terms of Use.

7. LINKS TO AND FROM OTHER WEBSITES

7.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. It is your responsibility to make sure that you are familiar with the terms and conditions for these third party sites and that you are willing to accept such terms. We accept no liability, no matter how that may be caused, for any failure on your part to view or comply with those terms, conditions and policies.

8. SHARING CONTENT AND SOCIAL NETWORKS

8.1 Certain pages on the Website may allow you to share content via your profile on various social networks and other shared-content platforms. When you share content in this manner, you also become subject to terms, conditions and policies of those third parties. We recommend that you review and familiarise yourself with those terms and conditions, and we disclaim any liability, no matter how that may be caused, associated with your use of those services, or for your failure to view, comply or familiarise yourself with their terms, conditions and policies.

8.2 When sharing our Website under 8.1, the prohibitions set out in clause 3.4 apply in full.

9. COOKIES

9.1 We use cookies on the Website, although you have a choice as to whether to allow the use of some of these cookies. For further information on cookies, please see our Cookie Policy.

10. COMMUNICATION BETWEEN US

10.1 We may record telephone calls made to us using any telephone numbers provided on the Website. We may also record telephone calls made by us if you email us or request a call back via our Website.

10.2 We regularly monitor all internet communications, including web and email traffic into and out of our Website for the purposes of security, ensuring compliance with these Website Terms of Use, and detecting fraud and other crimes.

11. MISCELLANEOUS PROVISIONS

11.1 We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

11.2 Lendwise may assign or otherwise exercise any of its rights under these Website Terms of Use by itself or through any company or other legal entity which is under the control or ownership of Lendwise. You cannot assign or transfer your rights and obligations under these Website Terms of Use.

11.3 In the event that any provision of these Website Terms of Use is declared as unenforceable, invalid void or unlawful for any reason, the relevant provision shall be modified to allow it to be enforced in line with the original intention to the fullest extent permitted by applicable law. In any case, the validity and enforceability of the remaining provisions of these Website Terms of Use shall not be affected.

11.4 These Website Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

11.5 You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, (if you are resident in Scotland) Scotland, or (if you are resident in Northern Ireland) Northern Ireland in relation to any dispute or claim arising out of or in connection with these Website Terms of Use or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims), provided always that either party shall be at liberty to take proceedings against the other party hereto in any other relevant jurisdiction.