



TALLY MARKETPLACE LENDING LIMITED

TERMS & CONDITIONS FOR BORROWERS



1 Byrom Place • Spinningfields • Manchester • M3 3HG

Tel: 0845 402 0001 • Fax: 0161 828 1819 • DX: 14372 Manchester 1

The following terms and conditions explain:

- how Funding Empire works;
- how to become a member of Funding Empire as a borrower; and
- how you may use the website provided and maintained by Tally Marketplace Lending Limited www.fundingempire.com (the "Site").

Funding Empire is a trading name of Tally Marketplace Lending Limited. If you decide to become a member of Funding Empire as a borrower, you must comply with these terms and conditions. These terms and conditions should be read alongside, and are in addition to, our website terms and conditions <https://www.fundingempire.com/terms/current/Website-Terms-And-Conditions.pdf>, our privacy policy <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf> and cookie policy <https://www.fundingempire.com/business-loans/cookie-policy>.

Please read these terms and conditions carefully and print a copy for your future reference. By using this Site and the services provided via the Site, you confirm that you have read, understood and agree to these terms and conditions, our website terms and conditions <https://www.fundingempire.com/terms/current/Website-Terms-And-Conditions.pdf>, our privacy policy <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf> and cookie policy <https://www.fundingempire.com/business-loans/cookie-policy> (each as amended from time to time) and where you're acting on behalf of an LLP, limited company or partnership that they agree to these terms and conditions. If you do not agree to these terms and conditions, you must stop using this Site immediately.

References in these terms and conditions to "we", "us" and "our" means Tally Marketplace Lending Limited. References to "you" and "your" mean a user of the Site and the services provided via the Site, whether as an individual or on behalf of an entity which meets the borrower criteria set out below.

Each agreement between each lender and borrower comprises our standard loan agreement which shall include a schedule of specified terms (the "**Loan Agreement**"). A pro-forma Loan Agreement can be seen here <https://www.fundingempire.com/terms/current/loan-agreement-pro-forma.pdf>. The Loan Agreement is a separate agreement and is governed by separate terms and conditions. If there is a conflict between these terms and conditions and the Loan Agreement, the Loan Agreement will prevail.

If you are using this Site and the services provided via the Site, agreeing to these terms and conditions or entering into a Loan Agreement on behalf of an LLP, limited company or partnership, you warrant that you are duly authorised to act on its behalf.

Funding Empire allows registered agents to make a loan application on a borrower's behalf. If a registered agent makes a loan application on your behalf, Funding Empire will be entitled to treat the loan application as having been made with your full authority. The terms of our privacy policy still apply to borrowers who choose to make applications through brokers. If you use an agent to make a loan application on your behalf, you will not become a member of Funding Empire and your application will instead be made and managed through the agent's account.

1. REGISTRATION AS A BORROWER

1.1 To be a borrower on Funding Empire you must register your details on the Site and:

- 1.1.1 be a business, (LLP's and limited companies must be registered with Companies House), and have a permanent place of business in the UK (excluding the Channel Islands and Isle of Man);
- 1.1.2 have a valid UK bank or building society account in the name of the business;
- 1.1.3 have filed accounts at Companies House, (LLP's and limited companies only), for the last two completed accounting periods and be up to date with returns;
- 1.1.4 at least 50% of the directors or members/partners of your business must be permanent residents of the UK (excluding the Channel Islands and Isle of Man);
- 1.1.5 the business, its directors, members, partners or proprietors must meet minimum credit and fraud risk criteria which will include obtaining a minimum score from Call Credit, Tracesmart, Experian, CreditSafe and not have any outstanding county court judgements of more than £250.00; and

- 1.1.6 submit details of your business for publication on the Site, some of which we will disclose to lenders (but not all) (see clause 3.1 below for more details).
- 1.2 Directors and/or shareholders of limited companies and members of LLPs may be required to give a personal guarantee before the loan request page is posted on the Site.
- 1.3 Borrowers cannot be public bodies, charities or trusts.
- 1.4 As part of the registration process we will need to authenticate the identity of the business and certain people authorised to act on its behalf. We will do this using Tracesmart. If Tracesmart cannot get adequate information from the registration details submitted, then we may ask you to submit bank account details, details of passports or other identification documents such as utility bills and/or anything else Tracesmart may reasonably request in order to confirm identities. If these additional details are still not sufficient to confirm identity (and if any additional further information or documents which we may, at our sole discretion request, are not supplied to our satisfaction) you may not be able to register on the Site. For more details about how we use your information, please refer to our privacy policy <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf>.
- 1.5 Once you are registered on the Site and have made an application for a loan on the Site, we will carry out credit and fraud checks on you as the proprietor, partner, member or director, your business and other partners, members or directors of the business using Experian, Call Credit and Credit Safe. Funding Empire uses its own internal guidelines and policies when assessing applications but has complete discretion as to whether we allow you to be a borrower on the Funding Empire platform. Once approved a Funding Empire borrower account will be created for you.
- 1.6 **IMPORTANT – YOUR PERSONAL INFORMATION** Notwithstanding the generality of the preceding clauses of this clause 1, you should note that we may use credit reference and fraud prevention agencies to help us make decisions. What we do and how both we and credit reference and fraud prevention agencies will use your information is detailed in the privacy policy section called “Guide to the use of your personal information by Tally Marketplace Lending Limited and credit reference and fraud prevention agencies” <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf>. By confirming your agreement to proceed by accepting these terms and conditions you are also accepting that we may each use your information in this way.
- 1.7 You warrant to Funding Empire that all information provided to us in the course of the application and borrowing process is true and accurate in all respects. You will update us promptly if any of the information you provide to us changes.

2. USERNAME AND PASSWORD

- 2.1 On registering with us, you must provide a username and email address and enter a secure password. Your email address and password must be used in order to access certain restricted parts of the Site and will be requested each time you access your borrower account. Your username and password are personal to your Funding Empire borrower account and are not transferable.
- 2.2 Your username and password are the methods used by us to identify you and so you must keep them secure at all times. You are responsible for all information and activity on the Site by anyone using your username and password. If you authorise an employee, sub-contractor or agent to use your Funding Empire borrower account, you will be responsible for their activity on the Site. Any breach of security, loss, theft or unauthorised use of a username, password or security information must be notified to us immediately using the contact details given in clause 14 below.
- 2.3 You agree not to adapt or circumvent the systems in place in connection with the Site, nor access the Site other than through normal use of it.
- 2.4 We reserve the right not to act on your instructions where we suspect that the person logged into your borrower account is not you or we suspect illegal or fraudulent activity or unauthorised use.

3. THE BORROWER PROCESS

- 3.1 Once we have agreed to allow your application onto the Funding Empire platform, a loan application page will be displayed on the Site. You can opt for anonymity but we must provide information about the business's credit risk and some other information you provide in your application as a minimum. The specified terms

detailed in the schedule to the Loan Agreement (the “**Specified Terms**”) will however contain the details of the business. Please see our privacy policy, <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf>, for more information on which details are provided to lenders and those which are withheld. We may amend details you provide on your loan application (except information identifying you) at our discretion.

- 3.2 Once the loan application page is posted, the offer process will start and prospective lenders will start making offers to loan your business parts (or if applicable the whole) of the amount requested. The offer process will set the interest rate for each part of the loan. The information on the loan application can be edited at any time before the first offer is made. After an offer has been made you cannot amend the loan application until the offer period expires, or if you accept a loan you will not be able to amend the loan application until such time as the entire loan has been repaid in full.
- 3.3 You will have five days from the end of the offer period to accept the aggregated loan offer. If you do not accept or decline the aggregated loan offer within this period your loan application will be cancelled, and any loan amounts offered by lenders will be released to lenders. There is no obligation on you to accept the offers and no interest will accrue until you have accepted the aggregated loan offer.
- 3.4 Once you have received: (i) sufficient loan offers to fund your loan application and you accept the aggregated loan offer; or (ii) if you do not receive sufficient loan offers to fund your loan application but the aggregate amount of loan offers is at least £5,000 and you elect to accept such aggregate amount of loan offers, other than in certain circumstances as set out in the Loan Agreement, the loan cannot be cancelled for any reason.
- 3.5 If your loan application has not been fully funded and either: (i) the aggregate amount of loan offers is less than £5,000; or (ii) the aggregate amount of loan offers is more than £5,000 and you have not elected to accept the aggregate amount of loan offers, within five days from the end of the offer period we will remove it from the Site within two months of the start of the auction process.
- 3.6 Loans will be for any period between six months and five years unless otherwise specified.
- 3.7 Funding Empire gives each borrower a risk band classification at the time a loan application is processed, which is based on information included in the borrower's application and the results of an online check made with Experian. Funding Empire does not check or edit the information submitted or uploaded by a borrower.

4. THE LOAN AGREEMENT

- 4.1 Once you accept the aggregated loan offer, you will enter into a Loan Agreement with the lenders for each loan part. The Loan Agreement will be generated automatically to include the Specified Terms, which set out the specific terms between the Lender and the Borrower of the loan. The money is then transferred from each of the relevant Funding Empire lender accounts to your bank or building society account.
- 4.2 In all Loan Agreements and loan part transfer documentation we will quote a lender's address as being "c/o Tally Marketplace Lending Limited" and state Funding Empire's postal address. Each borrower agrees that all notices and communications to be given to a lender will be sent to Funding Empire on that lender's behalf and that this is sufficient to identify the lenders for the purposes of the Loan Agreements.
- 4.3 From 1 October 2014, you will have certain cancellation rights – please see the Loan Agreement for further details. We will email you a copy of your Loan Agreement.

5. BORROWER ARRANGEMENT FEES

- 5.1 If you accept a loan and are a startup, or a business that has traded for less than 2 full financial years, we will charge a borrower arrangement fee equal to the greater of £250 or:
 - 5.1.1 4% of the amount borrowed for any loan with a term of less than 12 months;
 - 5.1.2 4.5% of the amount borrowed for any loan with a term of between 12 and 24 months; or
 - 5.1.3 5% of the amount borrowed for any loan with a term of between 24 and 36 months; or
 - 5.1.4 5.5% of the amount borrowed for any loan with a term of between 36 and 48 months; or
 - 5.1.5 6% of the amount borrowed for any loan with a term of between 48 and 60 months.

- 5.2 If you accept a loan and are a business which has for more than 2 full financial years, we will charge a borrower arrangement fee equal to the greater of £250 or:
- 5.2.1 2% of the amount borrowed for any loan with a term of less than 12 months;
 - 5.2.2 2.5% of the amount borrowed for any loan with a term of between 12 and 24 months; or
 - 5.2.3 3% of the amount borrowed for any loan with a term of between 24 and 36 months; or
 - 5.2.4 3.5% of the amount borrowed for any loan with a term of between 36 and 48 months; or
 - 5.2.5 4% of the amount borrowed for any loan with a term of between 48 and 60 months.
- 5.3 We will deduct the borrower arrangement fee from the amount borrowed before it is transferred to you so you will receive the amount borrowed less the relevant arrangement fee. A higher arrangement fee may be charged for applications at our discretion and we may by notice to you in writing choose to waive or reduce the above stated fees from time to time.
- 5.4 The above fees cover Funding Empire's role (and the roles of any of associated companies or agents) in administrating and facilitating the loans but not the credit analysis we carry out as part of our underwriting exercise which is a no-cost added value arrangement only.

6. REPAYMENTS

- 6.1 You shall make monthly repayments of the loan (and each part) to each lender in accordance with the provisions of the relevant Loan Agreement.
- 6.2 You must repay the repayment amounts each month from your bank or building society account via a standing order or bank transfer. The repayment amount must be available in cleared funds in your borrower client account no less than 2 working days before the relevant repayment date specified in the Loan Agreement in order to ensure that funds are received and distributed to lenders.
- 6.3 The monthly repayments payable by you to each lender can be viewed in the My Account section of the Site. You may repay an entire loan early at any time at no extra cost provided you pay the interest due until the end of the month in which the loan is repaid and the principal amount outstanding.
- 6.4 If at any time you believe that you may not be able to make one or more repayments under a Loan Agreement, you must contact us immediately. If you miss a payment or only partially pay the amount due, we (whether or not through an agent acting on our behalf) will contact you and ask you to explain why and will attempt to recollect the payment the working day after the payment was due. If our reattempt to collect the funds fails, three days after the payment was due your account will be treated as an overdue account, you will be charged a fee of £12.50 and we will continue to attempt to collect the funds. We may refer the missed payment to a collections agency, who will attempt to collect the money on the lenders' behalf.
- 6.5 If payment has still not been made 10 days from the date payment was due, the collections agency may charge you administration fees equal to 15% of the missed payment amount for their work in collecting amounts outstanding which would be in addition to the loan sums due. This fee is payable immediately. They may also charge other fees to cover tracing charges, field agents' costs and litigation costs and expenses.
- 6.6 If you miss, fail to pay or only partially pay, three or more consecutive monthly instalments or four out of six monthly instalments in a six month period, the loan will be placed into default and we will issue you with a default notice and termination notice and will pursue you for the total loan amount outstanding. We will try to give you 28 days' notice before filing a default on your credit reference file although we may not always be able to do so. Please see our privacy policy, <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf>, for more details on how we disclose information about you.
- 6.7 If the collections agency is still unable to collect the debt, lenders may novate or sell the debt to a debt purchaser or pursue you for the outstanding amounts through the courts. If such further action is necessary, it is likely that significant costs will be incurred which will be passed on to you as the defaulting borrower.
- 6.8 We shall be entitled to report any and all information collated by us in connection with repayments (including missed repayment information) to credit reference agencies including without limitation Equifax.

- 6.9 From 1 October 2014 onwards, we will send you notices of sums in arrears with a copy of an arrears information sheet provided by the Financial Conduct Authority at intervals of not more than six months until you cease to be in arrears or a judgment is given in relation to the Loan Agreement under which a sum is required to be paid by you, if the following has occurred:
- 6.9.1 you are required to have made at least two payments under the Loan Agreement before that time;
 - 6.9.2 the total sum paid under the Loan Agreement by you is less than the total sum required to have been paid before that time;
 - 6.9.3 the amount of the shortfall is no less than the sum of the last two payments which you are required to have made before that time; and
 - 6.9.4 if a judgment has been given in relation to the Loan Agreement before that time, there is no sum still to be paid under the judgment by you.
- 6.10 From 1 October 2014 onwards, if you are charged fees which are a consequence of you being in breach of the Loan Agreement as set out in the Loan Agreement and clauses 6.4 and 6.5, we will send you a notice within 35 days of such sums becoming payable by you.

7. TERMINATING YOUR MEMBERSHIP OF FUNDING EMPIRE

- 7.1 If you no longer want to be a member of Funding Empire and provided you have no amounts due and outstanding to a lender or Funding Empire whether under a Loan Agreement or otherwise, you can let us know and we will end your membership.
- 7.2 We may end your membership of Funding Empire at any time and for any reason, including but not limited to if:
- 7.2.1 you breach these terms and conditions; or
 - 7.2.2 you breach any term of any Loan Agreement of which you are a party; or
 - 7.2.3 we suspect that you have committed fraud, been involved in money laundering or other criminal activities; or
 - 7.2.4 you use the Site or any information accessible on or obtained from it for the purpose of canvassing or soliciting any person or enticing any person away from Funding Empire; or
 - 7.2.5 you use the Site in any of the following ways:
 - (a) in any way that causes, or is likely to cause, the Site or access to it to be interrupted or damaged in any way; or
 - (b) for fraudulent purposes, or in connection with a criminal offence; or
 - (c) to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam; or
 - (d) to cause annoyance, inconvenience or needless anxiety.
- 7.3 Terminating your membership of Funding Empire will not result in a termination of any Loan Agreement to which you are a party at that time.
- 7.4 On termination, we will credit your bank or building society account with any funds left in your Funding Empire borrower account unless any sums are due and outstanding by you to a lender or to Funding Empire.
- 7.5 Please see clause 7 of the Loan Agreement for further details regarding termination.

8. BORROWER'S AGREEMENTS WITH FUNDING EMPIRE

- 8.1 Membership of Funding Empire does not in any way constitute an obligation on us to procure funding for borrowers or constitute a warranty by us that funding will be available.
- 8.2 Any interest rates featured on the Site are indicative only and we do not guarantee that such rates will be available.
- 8.3 If any personal guarantee is provided of the borrower's obligations, the borrower, directors, shareholders and members giving such personal guarantee shall represent and warrant that there has been no undue influence or inducement of the guarantor.

9. GENERAL TERMS

- 9.1 Only one registration per borrower or per lender is permitted. You must keep your registration information up to date at all times.
- 9.2 Access to the Site is permitted on a temporary basis. We reserve the right to withdraw or amend the service we provide on the Site without notice. We will endeavour to allow uninterrupted access to the Site, but access may be suspended, restricted or terminated from time to time. We will not be liable to you if for any reason the Site is unavailable at any time or for any period.
- 9.3 The information provided on the Site is for use solely by persons and organisations that meet the criteria set out in clause 1 above and the equivalent criteria set out in the terms and conditions applying to lenders. The Site is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation.
- 9.4 You are permitted to download and print content from the Site (including these terms and conditions, each Loan Agreement and any other documents relating to your loan) solely for your own personal use or in the course of your business to the extent required to use the services provided on the Site. Site content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without the prior express written consent of Funding Empire.
- 9.5 We are not responsible or liable for content or accuracy of any information or material downloaded or posted by lenders or borrowers on the Site nor will we be obliged to edit content downloaded or posted on the Site however we shall retain the right to remove any material or posting made on the Site at our absolute discretion.
- 9.6 You agree to use the Site only for lawful purposes and in a way which does not infringe the rights of any anyone else or restrict or inhibit anyone else's use and enjoyment of the Site. You agree not to use the Site or any information accessible on or obtained from it for the purpose of canvassing or soliciting any person or enticing any person away from Funding Empire.
- 9.7 You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Site is free from viruses, Trojans, worms or other material which may have a contaminating or destructive effect on any part of the Site or the Funding Empire platform.
- 9.8 The content and material available on the Site is for information 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 arrangement. If you are unsure about whether a loan arrangement is suitable you should contact an independent financial adviser.
- 9.9 You are responsible for all costs incurred by you in accessing the Site.
- 9.10 We accept no responsibility or liability for your use of content on the Site and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses or other malicious programs on the Site, we accept no liability for them if they do exist. It is your responsibility to use, update and maintain appropriate antivirus software on your computer.
- 9.11 Information transmitted via the Site will pass over public telecommunications networks. We accept no liability if communications sent via the Site are intercepted by third parties or incorrectly delivered or not delivered.
- 9.12 The Site may contain links to other websites. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to the Site, or any use of personal data by such third party and we reserve the right to withdraw linking permission without notice.

10. PRIVACY

You agree that any and all personal information you provide to us via the Site may be collected, stored, processed and used in accordance with our current privacy policy <https://www.fundingempire.com/terms/current/Privacy-Policy.pdf>. By using the Site, you consent to such processing and warrant that all data provided by you is accurate.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Funding Empire is the owner and licensee of 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 Site (“**intellectual property rights**”) and, save as otherwise provided in clause 11.2, the material published on it. Such material is protected by copyright laws and treaties around the world. All such rights are reserved.
- 11.2 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.
- 11.3 You shall retain ownership of all copyright in data you upload or submit to the Site. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.
- 11.4 We do not warrant or represent that the content of the Site does not infringe the rights of any third party.

12. YOUR LIABILITY TO US

You shall be liable to us for any loss or damage suffered by us as a result of any breach of these terms and conditions or any Loan Agreement by you, or any fraudulent use of the Funding Empire platform or the Site.

13. OUR LIABILITY TO YOU

- 13.1 The material displayed by us on the Site is provided without any guarantees, conditions or warranties as to its accuracy.
- 13.2 We shall not be liable to you for any loss or damage which you may suffer as a result of being a member of Funding Empire or using the services provided via the Site, except where such loss or damage arises from our breach of these terms and conditions or was caused by negligence, wilful default or fraud by us or our employees. We are not responsible for any breach of these terms and conditions arising from circumstances outside our reasonable control.
- 13.3 Notwithstanding the generality of clause 13.2. to the extent permitted by law we hereby expressly exclude:
- 13.3.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- 13.3.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
- (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of data;
 - (f) loss of goodwill;

- (g) wasted management or office time; and
- (h) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

13.4 Our total liability to you in connection with these terms and conditions, your membership of Funding Empire and your use of the services provided via the Site shall not exceed the amount of money you have borrowed giving rise to the liability.

13.5 Nothing in these terms and conditions shall limit our liability for personal injury or death, fraud nor any other liability which cannot be excluded or limited under applicable law.

14. INFORMATION ABOUT US

14.1 Tally Marketplace Lending Limited is a company incorporated in England and Wales, whose registered number is 8285356 and whose registered office and principal place of business is at 5 Arlington Square, Downshire Way, Berkshire, RG12 1WA.

14.2 Tally Marketplace Lending is registered with the Information Commissioner with registration number Z3652336.

14.3 Tally Marketplace Lending Limited is regulated under an Interim Permission by the Financial Conduct Authority. Funding Empire intends to become fully authorised by the Financial Conduct Authority prior to April 2016. **Funding Empire is not covered by the Financial Services Compensation Scheme.**

14.4 Should you have any questions about these terms and conditions, or wish to contact us for any reason whatsoever, you can contact us using the relevant "contact us" page on the Site <https://www.fundingempire.com/Business-Loans/Contact-Us>.

15. VARYING THESE TERMS AND CONDITIONS

15.1 We may update, vary or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. Whilst we shall endeavour to give advanced notice of any updates or amendments to these terms and conditions we cannot guarantee that we will be able to do so however the terms and conditions in force from time to time will be available on the Site, <https://www.fundingempire.com/terms/current/Borrower-Terms-And-Conditions.pdf>.

15.2 By continuing to use the Site, you agree to be bound by the terms of these terms and conditions as updated and amended from time to time.

15.3 These terms and conditions were last updated in October 2015.

16. OTHER IMPORTANT TERMS

16.1 If any of these terms and conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, such term or condition will be severed from the remaining terms and the remainder shall continue in full force and effect.

16.2 All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

16.3 Any failure by us to exercise any rights or remedies under these terms and conditions will not constitute a waiver of such rights or remedies and will not relieve you from compliance with your obligations under these terms and conditions.

16.4 No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

- 16.5 These terms and conditions and any document referred to in these terms and conditions together with the Loan Agreement set out the entire agreement between you and us with respect to your use of the Site and the services provided via the Site and supersede any and all representations, understandings, arrangements, communications and prior agreements (written or oral) between us.
- 16.6 Funding Empire may exercise any of its rights under these terms and conditions by itself or through any company or other legal entity which is under the control or ownership of Funding Empire from time to time.
- 16.7 These terms and conditions are governed by English law. Any matter or dispute arising out of or in connection with these terms and conditions will be subject to the non-exclusive jurisdiction of the English courts.
- 16.8 These terms and conditions are drafted in the English language and we will communicate with you at all times in the English language.

17. ASSESSING WHETHER THE LOAN AGREEMENT IS SUITABLE

- 17.1 The features of the Loan Agreements which may make the credit to be provided under the Loan Agreement unsuitable for particular types of use are:
- 17.1.1 the requirement for the provision of personal guarantees and (where required) other forms of security from entities which may not be able to pay if the personal guarantees and/or other forms of security are enforced;
 - 17.1.2 the provision of certain warranties and representations which, if the borrower is unable to provide, would result in the borrower being in breach of such warranties and representations; and
 - 17.1.3 the repayment terms of the loan and the payment terms of interest and arrangement fees in circumstances where the borrower's cashflow means that the borrower is unable to meet such repayment and payment terms.
- 17.2 The features of the agreement which may operate in a manner which would have a significant adverse effect on the borrower in a way which the prospective borrower is unlikely to foresee are:
- 17.2.1 the consequences in the event that the borrower fails to make the monthly repayments of the loan which may include:
 - (i) additional fees required to be paid by the borrower;
 - (j) the Borrower being pursued for non-payment through the courts;
 - (k) the reporting of the borrower to credit reference agencies; and
 - 17.2.2 the requirement for the immediate repayment of the loan if certain circumstances as set out in clause 7 of the Loan Agreement occurs.

18. COMPLAINTS

- 18.1 If you have a complaint, please go to <https://www.fundingempire.com/business-loans/complaints-procedure>.