



TALLY MARKETPLACE LENDING LIMITED

TERMS & CONDITIONS FOR LENDERS



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The following terms and conditions explain:

- how Funding Empire works;
- how to become a member of Funding Empire as a lender; 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 lender, 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 “**Funding Empire**”, “**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 lender 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 on a lender's behalf. If a registered agent makes a loan on your behalf, Funding Empire will be entitled to treat the loan as having been made with your full authority. The terms of our privacy policy still apply to lenders who choose to make applications through brokers. If you use an agent to make a loan 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 LENDER

1.1 To be a lender on Funding Empire you must register your details on the website www.fundingempire.com (the “Site”) and:

1.1.1 be an individual, LLP, limited company, pension scheme or public body;

1.1.2 where you are lending in your capacity as individual, be over 18 years old and a permanent resident of the UK (excluding the Channel Islands and the Isle of Man);

- 1.1.3 where you are a limited company or LLP, be registered with Companies House and have a permanent place of business in the UK (excluding the Channel Islands and the Isle of Man);
 - 1.1.4 where you are a pension scheme, you have an appropriately approved and authorised provider / operator;
 - 1.1.5 where you are a public body, be registered or formed with the relevant authority in the UK (excluding the Channel Islands and Isle of Man), and
 - 1.1.6 have a valid UK bank or building society account.
- 1.2 You cannot be a lender on the Site if you are registered as a borrower on the Site and have a loan or loans outstanding, unless you are a director, member or partner and want to act as a lender in a different capacity.
- 1.3 We do not make any separate enquiries to find out if you have a valid consumer credit licence or not and it is your responsibility to provide this information to us and update us if your status changes.
- 1.4 For the avoidance of doubt there are no restrictions on the total amount you can lend to LLPs and limited companies at Funding Empire.
- 1.5 Once you are registered on the Site and have applied to lend on the Site, we will carry out identity and fraud checks on you as the proprietor, member or director, your business and other members, or directors of the business using Tracesmart. Funding Empire uses its own internal guidelines and policies when assessing applications but has complete discretion as to whether to allow you to be a lender on the Funding Empire platform. If we cannot get adequate information from Tracesmart then we may ask you to submit details of passports or other identification documents, bank details plus a utility bill and anything else Tracesmart may reasonably request in order to confirm identities. If these additional details are not sufficient to confirm the necessary identity and fraud checks (and if any further information or documents which we may, at our sole discretion request, are not supplied to our satisfaction) you may not be able to lend 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>. These checks will leave a soft footprint on your credit file.
- 1.6 Following your registration being approved by Funding Empire, a Funding Empire lender account will be created for you. You can then transfer money into your Funding Empire lender account by bank transfer into the Funding Empire client call account quoting your Funding Empire lender account number in the narrative box. For the avoidance of doubt, money shall only be capable of being deposited into the client account by bank transfer.
- 1.7 As soon as we receive and allocate funds to your lender account you can start lending. There are no fees payable to set up a lender account with Funding Empire.
- 1.8 Money in your Funding Empire lender account will be held by us in a Funding Empire client call account with Lloyds Bank Plc until or unless it is lent to a borrower at which time it will be transferred to the relevant borrower's account for such use as the relevant borrower may wish including onward transfer to a borrower's own account. For the avoidance of doubt any funds deposited in the client account which have not been lent out to a borrower will not attract interest.

- 1.9 You may only withdraw money from your Funding Empire lender account in excess of the total value of loan offers committed to in accordance with clause 4.2 you have made from your Funding Empire lender account.

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 lender account. Your username and password are personal to your lender account and are not transferable.
- 2.2 Your username, email address 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, agent or any other person to use your lender account you will be responsible for their activity on the Site. Any breach of security, loss, theft or unauthorised use of an email address, username or password must be notified to us immediately using the contact details at clause 20 of these terms and conditions.
- 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 lender account is not you or we suspect illegal or fraudulent activity or unauthorised use.

3. THE LENDING PROCESS

- 3.1 There are two ways to lend money on the Site:
- 3.1.1 by hand-picking the businesses and loan opportunities that you might be interested in and making offers in respect of those loan offers using the Site resources; or
 - 3.1.2 by choosing to purchase a loan or part of a loan already made available by an existing lender to an existing borrower using a Funding Empire search tool.
- 3.2 You can also use a mixture of the above ways to lend. There is more information on the Site which explains the lending process.

4. THE LENDING PROCESS

- 4.1 Once you've decided which business(es) you want to lend to, you choose the amount of money that you want to lend. Provided you have sufficient funds in your Funding Empire lender account, your offer to lend then becomes active. The minimum loan offer per listing is £20. You can increase the amount by increments of £20. The maximum individual loan offer from any lender to any business is £2,000. A lender may make multiple loan offers against a loan listing.
- 4.2 **A loan is not required to be fully funded to be completed.** If a loan amount is not fully funded at the end of a loan listing period, a borrower may elect to accept the aggregate

amount which lenders have agreed to lend provided that aggregate amount bid by lenders at the end of the loan listing period is no less than £5,000.

4.3

4.4 All offers made by you on a loan listing page are final and cannot be withdrawn unless:

4.4.1 there are sufficient offers from other lenders at lower interest rates to fully fund the total loan requested; or

4.4.2 the loan listing period expires and (i) the aggregate amount loaned is less than £5,000 or (ii) the loan is not fully funded and a borrower does not elect to accept a partially funded loan; or

4.4.3 the borrower declines an aggregated loan listing offer from you and other lenders on Funding Empire; or

4.4.4 we withdraw a loan listing from the Site; or

4.4.5 you cancel your membership of Funding Empire within 14 days of your registration as a member as set out in clause 12.

4.5 **A loan is not required to be fully funded to complete.** A completed loan will be made up of the sum of the offers sufficient to fund, whether fully or partially (in accordance with clause 4.2), the loan listing at the time:

4.5.1 in the case of a fully funded loan, the borrower accepts the loan; or

4.5.2 in the case of a partially funded loan, the loan listing period expires.

4.6 A Funding Empire search tool can also be used to search for loan parts that are listed for sale by existing lenders of Funding Empire, which you can purchase if you have sufficient funds in your Funding Empire lender account.

4.7 We reserve the right to withdraw loan listings pages at any time for any reason. We may also change the minimum and maximum amounts that you can offer and will tell you about these changes on the Site.

4.8 You can monitor your loan portfolio in the Lender Dashboard section of the Site.

5. THE LOAN AGREEMENT

5.1 The first time you make an offer in respect of a loan application or purchase a loan or part of a loan you will be required to accept the terms and conditions of the Funding Empire Loan Agreement for all your ongoing lending. You will be deemed to accept the Loan Agreement by ticking a box when prompted.

5.2 When your loan offer has been accepted by a borrower, a Loan Agreement will be generated automatically to include the specific terms between the you and the borrower of the loan.

5.3 Until a loan offer has been accepted by a borrower and the relevant loan monies drawn down, no interest will accrue or be payable to you.

- 5.4 If you purchase a loan part from another lender, you will become a party to the existing loan agreement with the borrower and your money will be transferred from your Funding Empire lender account to the Funding Empire account of the transferring lender. Information on the transfer of loan parts is set out in clause 7 (Selling your loan part) of the Loan Agreement.
- 5.5 Each time you purchase or sell a loan part, you will be shown the form of transfer certificate, which will detail the legal terms of your purchase or sale.
- 5.6 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 lender agrees that all notices and communications given to it by a borrower may be sent to Funding Empire on their behalf.
- 5.7 From 1 October 2014, the borrower will have certain cancellation rights – please see the Loan Agreement for further details.

6. TRANSFER OF A LOAN AGREEMENT

- 6.1 If you want to get access to the money you have lent before it has been repaid, you can sell your loan parts to other lenders at Funding Empire by selling your loan parts individually. Please note that you cannot sell loan parts:
- 6.1.1 with one repayment remaining;
 - 6.1.2 which originally had a risk rating but have had their risk rating removed due to an adverse credit event ;
 - 6.1.3 that are in arrears (have currently missed a repayment) or are in default (that have missed three consecutive repayments);
 - 6.1.4 if, after the application of any mark-up or mark-down, the simple interest rate the buyer would receive if they held the loan part to maturity, and the borrower continues to make all repayments on time ("**Buyer Rate**") is less than 4% per annum.
- 6.2 You can apply a mark-up or mark-down of up to 3% of the outstanding principal value of each loan part, to each loan part you decide to sell, subject to the restrictions in clause 7.1 (d).
- 6.3 The sale price for loan parts will be the outstanding principal loan amount lent plus the mark-up or mark-down you may choose to apply to the loan parts plus any interest accrued during the month. The accrued interest will be updated automatically at the end of each day.
- 6.4 You can sell loan parts on an individual basis, which allows you to decide exactly which loans you wish to sell. You can select the loans you want to sell in the Lender Dashboard section of the Site, and these loans will be listed on the Site for sale for 14 days after which loan parts will be removed from the sale listing and you will continue to be the lender for that loan.
- 6.5 If you sell loan parts, the sale proceeds will be transferred to your Funding Empire lender account from the buying lender's Funding Empire lender account after deduction of the Funding Empire loan part sale fee (see clause 9.2 below).
- 6.6 We may decide to extend or reduce the 14 day list period from time to time.

7. PAYMENTS

- 7.1 Any monthly instalment payments (including where applicable payments of interest) due to you in respect of a loan will accrue and be credited to your client account in the Funding Empire lender account can be viewed in the Lender Dashboard section of the Site. The Loan Agreement governs the payment of these amounts.
- 7.2 Loans will be for any period between six months and five years unless otherwise specified.
- 7.3 All repayments will be made to lenders without deduction of income tax. It is your responsibility to account for any income tax and other personal taxes that may be payable to the appropriate authorities.
- 7.4 We will provide an annual statement of interest earned for tax purposes.

8. WARRANTIES

You warrant to Funding Empire that all information provided to us in the course of the registration and lending process is true and accurate in all respects. You will update us if any of the information you provide to us changes.

9. FEES

- 9.1 Funding Empire may upon written notice to lenders be entitled to charge an annual loan servicing fee of 1% of the principal value of each loan outstanding and due to you at the beginning of the monthly period in which a repayment is made (the "**Servicing Fee**"). The Servicing Fee will be deducted from your lender account for each loan or part of a loan when the monthly repayment is received. If a borrower misses a repayment the Servicing Fee will not be deducted until that repayment has been received. The Servicing Fee covers our role in administering and facilitating the loan, not the credit analysis we carry out as part of our underwriting exercise, which is a no-cost added value arrangement only.
- 9.2 If you decide to sell a loan or part of a loan, we will be entitled to charge a sales administration fee of 0.50% of the total outstanding principal value of each loan part sold from January 2014.

10. THE ROLE OF FUNDING EMPIRE

We perform an administrative role in matching borrowers and lenders and in facilitating payments, collection of sums due and onward distribution of funds. We are not a party to any Loan Agreements, save where we act as a lender in our own right (though we have third party rights under the Loan Agreements). If we cease trading, we have arrangements in place with Paratus AMC Limited, a mortgage servicing and lending company, who would take on our servicing obligations (see clause 14 for more details). We may perform additional tasks in the event that a loan or a loan part is secured, as outlined in the next clause. We pass on available Experian, Call Credit and Credit Safe credit score data on borrowers to assist each lender's analysis of each loan listing and add value to the credit analysis as part of our underwriting exercise.

11. MISSED PAYMENTS

- 11.1 You agree that in the event of missed payments on a loan Funding Empire will take the administrative steps set out in clauses 11.2 to 11.4 of these terms and conditions on your behalf.
- 11.2 If the borrower misses a payment or only partially pays, the amount due to you and the other lenders, we (ourselves or through an agent acting on our behalf) will contact the borrower to

inform them that their payment is overdue and to make payment immediately. If payment is not received within 3 working days of such written contact / notice we may refer the missed payment to a collections agency, who will attempt to collect the money on your and any other lenders' behalf and you authorise us to use the collections agency on your behalf. Any fee that the collections agency charges for this initial debt chasing will be added to the loan amounts they are seeking to collect and will not reduce the amount available for distribution to lenders.

- 11.3 If the borrower misses, fails to pay or only partially pays three or more consecutive monthly instalments or four out of six consecutive monthly instalments, the loan will be placed into default and the collections agency will engage field agents to attempt to collect the total loan amount outstanding. The collections agency will deduct up to 40% of the amount it recovers from the borrower and the remaining proceeds will be distributed to lenders; where possible this fee will be added on to the loan amount outstanding so as not to reduce the amount lenders receive.
- 11.4 If the collections agency is still unable to collect the debt, the outstanding and demanded loan parts will be novated to Tally Marketplace Lending Security Trustee Company Limited to make a claim against the defaulting borrower on behalf of all the relevant lenders. Tally Marketplace Lending Security Trustee Company Limited will pay back to lenders in their proportionate share any funds successfully recovered from the defaulting borrower, less all costs incurred and not otherwise recovered. Funding Empire and Tally Marketplace Lending Security Trustee Company Limited have entered into a security trust deed to reflect this relationship and a copy of this deed is available from Funding Empire on request.

12. TERMINATING/CANCELLING YOUR MEMBERSHIP OF FUNDING EMPIRE

Cancellation

- 12.1 Unless you are lending in the course of business, you may may cancel your membership of Funding Empire ("**the right of withdrawal**") without giving any reason by giving oral or written notice of the withdrawal to Funding Empire before the end of the period of 14 days beginning with the day after you have registered with Funding Empire ("**Cancellation Period**").
- 12.2 Oral notice given by you of the right of withdrawal may be given by using the following telephone number 02920 100 417.
- 12.3 Where written notice is given by you of the right of withdrawal by electronic means:
- 12.3.1 it may be sent to <https://www.fundingempire.com/business-loans/contact-us>; and
- 12.3.2 where it is so sent, it is to be regarded as having been received by us at the time it is sent.
- 12.4 Where written notice is given by you of the right of withdrawal, other than by electronic means:
- 12.4.1 it may be sent by post to, or left at, the following address: Tally Marketplace Lending Limited, No.5 Arlington Square, Downshire Way, Bracknell, RG12 1WA; and
- 12.4.2 where it is sent by post to that address, it is to be regarded as having been received by the Company (on behalf of the Lender) at the time of posting;
- 12.5 Where you exercise the right of withdrawal:

- 12.5.1 all offers made by you on any loan listing pages will be withdrawn;
 - 12.5.2 we shall repay any loan you have provided by depositing such sums into your bank or building society account and we will credit your bank or building society account with any funds left in your Funding Empire lender account; and
 - 12.5.3 for the avoidance of doubt, your membership of Funding Empire and any Loan Agreement you have entered into will be treated as if they had never taken place and, accordingly, you will not be entitled to any interest in respect of any loan you have provided.
- 12.6 Where an amount is payable where clause 12.5 applies, the amount will be paid without undue delay and no later than the end of the period of 30 days beginning with the day after the day on which the notice of withdrawal was given.

Termination

- 12.7 After the Cancellation Period, if you no longer want to be a member of Funding Empire and provided you have no existing Loan Agreements or monies due to you, you can let us know and we will end your membership.
- 12.8 We may end your membership of Funding Empire at any time and for any reason, including but not limited to if:
- 12.8.1 you breach these terms and conditions; or
 - 12.8.2 you breach the terms of a Loan Agreement to which you are a party; or
 - 12.8.3 we suspect that you have committed fraud, been involved in money laundering or other criminal activities; or
 - 12.8.4 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
 - 12.8.5 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;
 - (b) for fraudulent purposes, or in connection with a criminal offence;
 - (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";
 - (d) to cause annoyance, inconvenience or needless anxiety; or
 - 12.8.6 there is no activity in your lender account within a 12 month period.
- 12.9 Other than as set out in clause 12.5, 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.

- 12.10 Other than as set out in clause 12.5, On termination, we will credit your bank or building society account with any funds left in your Funding Empire lender account unless any sums are due and outstanding by you to a lender or to Funding Empire.

13. LENDER'S AGREEMENTS WITH FUNDING EMPIRE

- 13.1 You agree that Funding Empire is making no warranty or representation as to the ability of borrowers to pay and their credit risk and we are in no way liable for the debts of borrowers. You acknowledge that you are making offers to lend to borrowers entirely at your own risk.
- 13.2 Calculations that may be provided on the Site of the likely rate of return on loans are for guidance purposes only and are not guaranteed.
- 13.3 The information on the Site does not constitute advice, recommendation or an endorsement of loan listing or borrowers. The information is not intended to be relied upon as a sole basis for deciding whether or not to lend to a particular business.
- 13.4 We make no representation or warranty as to the accuracy of the data displayed on a loan listing page, nor whether the information is up to date or error free.
- 13.5 We do not guarantee that your loan offer will be successful or that there will be sufficient borrowers for you to lend to or that there are sufficient other lenders to buy your loan parts should you wish to sell them.
- 13.6 We do not guarantee that loans or parts of loans listed for sale will be bought by other lenders or the time it will take to withdraw funds from Funding Empire by selling loan parts.
- 13.7 Where Funding Empire has implemented any form of personal guarantee or alternative security in support of and as security against a loan on your behalf as a lender, you accept that the enforceability of such personal guarantee or alternative security shall be subject to normal legal risks and limitations. Funding Empire may not be able to evidence that those providing security have been independently advised on the impact of the security and lenders should be aware that security can be open to challenge in certain circumstances such as as a result of adverse influence from a third party.

14. BACK-UP SERVICE ARRANGEMENTS

If our platform was to fail or in the event of Funding Empire becoming insolvent, we would transfer our member loan servicing obligations to a third party back-up servicer, Paratus AMC Limited, with whom we have entered into a back-up servicing arrangement. We reserve the right to use a back-up servicer prior to insolvency where such action is in the best interests of all of the lenders. If this happens:

- 14.1 you would not be able to sell any loan or any part of a loan;
- 14.2 you would receive distributions of funds to your external bank or building society account on a quarterly basis;
- 14.3 the Lender Dashboard page on the Site and the rest of the Site would not be available for access by you; and
- 14.4 you would receive quarterly statements of repayments and continue to receive annual statements for tax purposes.

15. GENERAL TERMS

- 15.1 Only one account per borrower or per lender is permitted. You must keep your registration information up to date at all times.
- 15.2 Access to the Site is permitted on a temporary basis. Funding Empire reserves 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 The content and material available on the Site 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.
- 15.9 You are responsible for all costs incurred by you in accessing the Site.
- 15.10 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.

- 15.11 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.
- 15.12 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.

16. 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.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 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 17.3, the material published on it. Such material is protected by copyright laws and treaties around the world. All such rights are reserved.
- 17.2 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.
- 17.3 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.
- 17.4 We do not warrant or represent that the content of the Site does not infringe the rights of any third party.

18. 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.

19. OUR LIABILITY TO YOU

- 19.1 The material displayed by us on the Site is provided without any guarantees, conditions or warranties as to its accuracy.
- 19.2 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.

- 19.3 Notwithstanding the generality of clause 19.2. to the extent permitted by law we hereby expressly exclude:
- 19.3.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- 19.3.2 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.
- 19.4 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 lent giving rise to the liability.
- 19.5 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.

20. INFORMATION ABOUT US

- 20.1 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 No.5 Arlington Square, Downshire Way, Bracknell, RG12 1WA.
- 20.2 Tally Marketplace Lending is registered with the Information Commissioner with registration number Z3652336.
- 20.3 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.**
- 20.4 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>.

21. VARYING THESE TERMS AND CONDITIONS

- 21.1 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/Lender-Terms-And-Conditions.pdf>.
- 21.2 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.
- 21.3 These terms and conditions were last updated in October 2015.

22. OTHER IMPORTANT TERMS

- 22.1 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.
- 22.2 All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.
- 22.3 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.
- 22.4 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.
- 22.5 These terms and conditions and any document referred to in these terms and conditions together with the Loan Agreement and our website terms and conditions <https://www.fundingempire.com/terms/current/Website-Terms-And-Conditions.pdf> 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.
- 22.6 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.
- 22.7 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.
- 22.8 These terms and conditions are drafted in the English language and we will communicate with you at all times in the English language.

23. COMPLAINTS

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

