

**TALLY MARKETPLACE LENDING LIMITED****WEBSITE TERMS AND CONDITIONS**

Funding Empire is a trading name of Tally Marketplace Lending Limited. This page (together with the documents referred to on it) tells you the terms and conditions on which we, Tally Marketplace Lending Limited (“**Funding Empire**”/“**we**”/“**us**” /“**our**”) make available the information listed on our website [www.fundingempire.co.uk](http://www.fundingempire.co.uk) (“**Site**”) to you. Please read these terms and conditions carefully before using this Site. You should understand that by using this Site, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

If you decide to use this Site, you must comply with these terms and conditions and the applicable [lender terms and conditions](#) and [borrower terms and conditions](#). These terms and conditions should be read alongside, and are in addition to, our [privacy policy](#) and [cookie policy](#).

This Site provides you with information on lending and borrowing. We are not providing advice on the benefits or otherwise of any investments or transactions nor are we arranging deals in investments for you. We will however provide administrative assistance in bringing lenders and borrowers together and providing the necessary documentation required to provide you with evidence of your individual transaction.

**1. INFORMATION ABOUT US**

- 1.1 We, Tally Marketplace Lending Limited, a company registered in England and Wales under company number 8285356 with our registered office at 5 Arlington Square, Downshire Way, Bracknell, RG12 1WA operate the website <https://www.fundingempire.com>.
- 1.2 Tally Marketplace Lending Limited is registered with the Information Commissioner with registration number Z3652336.
- 1.3 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.**
- 1.4 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.

**2. SERVICE AVAILABILITY**

- 2.1 Our Site is only intended for use by people resident in the United Kingdom.
- 2.2 Unless an individual complies with the provisions of clause 3, we will not transact with or via individuals outside the United Kingdom.

**3. OVERSEAS SHAREHOLDERS**

- 3.1 Persons who are resident in, or citizens or nationals of, jurisdictions outside the United Kingdom or who are nominees of, or custodians, trustees or guardians for, citizens or nationals of such jurisdictions (“**overseas person**”) may be prohibited from transacting on this Site or affected by the laws or regulatory requirements of the relevant overseas jurisdiction. Such overseas persons should inform themselves about and observe any applicable legal requirements. It is the responsibility of any overseas person wishing to use this Site to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes or duties due in such jurisdiction.
- 3.2 Each overseas person will be responsible for any issue, transfer or other taxes or other requisite payments due in any overseas jurisdiction in respect of utilisation of this Site. Each overseas person, if permitted by

Funding Empire to access the Site, shall fully indemnify and hold harmless Funding Empire and any person acting on our behalf for any such issue, transfer or other taxes or other requisite payments as we and/or any person acting on our behalf may be required to pay in respect of such access.

#### **4. YOUR STATUS**

By applying and registering to become a member through our Site, you warrant that:

- 4.1 you are legally capable of entering into binding contracts; and
- 4.2 you are at least 18 years old; and
- 4.3 you are resident in the United Kingdom and that you are accessing the Site from within the United Kingdom; or
- 4.4 where you are resident outside the United Kingdom, that you have complied with the provisions of clauses 3.1 to 3.2.

#### **5. RELIANCE ON INFORMATION POSTED**

Any commentary, information or other material posted on our Site is not intended to amount to advice. We are not liable or responsible for any reliance placed on such materials by you or anyone who you may inform of any of its contents.

#### **6. THE ROLE OF FUNDING EMPIRE**

- 6.1 Our principal role is to provide a connection between potential lenders and borrowers and to co-ordinate and facilitate the payment and collection of sums due under or in connection with those arrangements.
- 6.2 We will not perform any management functions on your behalf: subject to the relevant lender and/or borrower terms and conditions on the Site, you retain complete control and discretion over whether or not to lend or borrow and on what terms and over all other aspects of its participation in the Site and transactions effected through it. Nothing we do and nothing on the Site is intended to operate or be construed as advice or recommendation by Funding Empire to enter into or not enter into a particular transaction.
- 6.3 We accept no responsibility and disclaim all liability for any information about any proposed lending opportunity through this Site. We may from time to time, usually at the end of each month, but accept no obligation to, update or amend at any time any information on the Site.
- 6.4 While we believe that access to information on this Site can provide additional comfort as to the likelihood of repayments and returns, we accept no responsibility for the likelihood of any person repaying money to lenders or meeting its financial obligations.

#### **7. OUR LIABILITY**

- 7.1 The material displayed on this Site is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
  - 7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - 7.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results or the use of this 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.

7.2 This clause 7 does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **8. AGREEMENTS WITH FUNDING EMPIRE**

8.1 **You agree that Funding Empire is making no warranty or representation as to the ability of any counterparty to pay or as to their credit risk, and we are in no way liable for the debts of the borrower. Lenders acknowledge that you are lending entirely at your own risk.**

8.2 You agree to keep confidential and not to use, disclose or communicate any and all content of the Site (except in the course of obtaining professional advice in respect of the same or with our written consent or as required by law). This restriction will continue to apply after any termination of membership.

8.3 Calculations we may provide on the Site of the likely rate of return on monies lent are for guidance purposes only and are not guaranteed.

8.4 The information on the Site does not constitute advice, recommendation or an endorsement of borrowers' investment requests or their investment vehicles. The information is not intended to be relied upon as a sole basis for deciding whether or not to invest in a particular borrower request.

8.5 We make no representation or warranty as to the accuracy of the data displayed on an investment request page, nor whether the information is up to date or error free.

8.6 We do not guarantee that there will be sufficient offers from lenders to fully fund a proposed borrowing round or that there will be sufficient projects with borrowers for lenders to invest in. The suitability of such projects is entirely a matter for you to determine.

## **9. INTELLECTUAL PROPERTY**

9.1 We are the owner and/or 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 9.3, the material published on it. Such material is protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to promptly 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.

9.3 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.

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

## **10. TERMINATING YOUR MEMBERSHIP OF FUNDING EMPIRE**

10.1 If you no longer want to be a member of the Funding Empire platform and this Site, then provided you have no transactions currently in force you can let us know and we will end your membership.

10.2 We may end your membership of Funding Empire at any time and for any reason (at our absolute discretion), including but not limited to if:

10.2.1 you breach these terms and conditions or any other terms and conditions of this Site or any specific transaction effected via it;

10.2.2 we suspect that you have committed fraud, been involved in money laundering or other criminal activities;

10.2.3 you use this 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;

10.2.4 you use this 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

10.2.5 there is no activity in respect of your membership within a 12 month period.

## **11. WRITTEN COMMUNICATIONS**

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11.2 These terms and conditions are drafted in the English language and we will communicate with you at all times in the English language.

## **12. NOTICES**

All notices given by you to us must be given to Tally Marketplace Lending Limited, 5 Arlington Square, Downshire Way, Bracknell, RG12 1WA. We may give notice to you at either the e-mail or postal address you provide to us, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or three days after

the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **13. WAIVER**

13.1 If we fail, at any time, to insist upon strict performance of any of your obligations under these terms and conditions or any other document referred to herein, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

13.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

### **14. SEVERABILITY**

If any of these terms and conditions or any provisions of any other document featured on this Site are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **15. ENTIRE AGREEMENT**

15.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

15.2 To the extent that there is any conflict between these terms and conditions, the lender and borrower terms and conditions and the loan agreement (where applicable):

15.2.1 the loan agreement (where applicable) shall prevail over these terms and conditions, the lender and borrower terms and conditions; and

15.2.2 the contents of the lender or borrower terms and conditions (as the case may be will prevail over these terms and conditions.

15.3 We each acknowledge that neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

15.4 Each of us agrees that our only liability in respect of any representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

15.5 Nothing in this clause limits or excludes any liability for fraud.

### **16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

16.1 We have the right to revise and amend these terms and conditions from time to time.

16.2 You will be subject to the policies and terms and conditions in force at the time that you apply to become a member, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of notice to you).



16.3 These terms and conditions were last updated in December 2015.

**17. LAW AND JURISDICTION**

Any dispute or claim arising out of or in connection with the use of this Site or its subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such use (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

**18. COMPLAINTS**

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