

WEBSITE TERMS AND CONDITIONS

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1. INTRODUCTION

- 1.1. These terms and conditions (these "**Terms**") set out Fluro Platform Limited's ("**Lending Works**", "**Our**", "**Us**" and "**We**") relationship with you when you use our Website.
- 1.2. You must read these Terms carefully before using the Website.
- 1.3. These Terms are entered into between you (as a Borrower) and us and must be read in conjunction with our:
 - 1.3.1. Privacy Notice;
 - 1.3.2. Marketing Statement;
 - 1.3.3. Cookie Policy; and
 - 1.3.4. if applicable, the Lender Platform Terms and Conditions.
- 1.4. If you have any questions about these Terms or do not understand them, please contact us using the contact details set out on the Website.
- 1.5. Definitions used in these Terms are set out in the Appendix.

2. WHO ARE WE?

- 2.1. Lending Works is a trading name of Fluro Platform Limited. Fluro Platform Limited (8302549) is authorised and regulated by the Financial Conduct Authority (723151).
- 2.2. Our registered office and place of business is 55 Old Broad Street, London, England EC2M 1RX.
- 2.3. We are registered with the Information Commissioner's Office (ZA002001).
- 2.4. We are a member of Cifas and Innovate Finance..

3. THE WEBSITE

- 3.1. You should read these Website terms of use carefully before using the Website. By accessing and/or using the Website you are deemed to accept and be bound by these Terms. If you do not wish to be bound by these Terms you should not access or use the Website
- 3.2. If you have an Account/are a Member of the Lending Works Platform your use of the Website will also be governed by the Borrower Platform Terms and Conditions.
- 3.3. Nothing in these terms will impact the application or enforceability of the Borrower Platform Terms and Conditions.
- 3.4. If there is a conflict between these Terms and each of the Borrower Platform Terms and Conditions, then the Borrower Platform Terms and Conditions will prevail.

4. FEES FOR THE WEBSITE

- 4.1. We will not charge you a fee for the use of the Website.

5. DATA PROTECTION AND CONFIDENTIALITY

- 5.1. We shall comply fully with the content and principles of data protection laws in dealing with any Personal Data under or in connection with these Terms.
- 5.2. We will store, use or otherwise process Personal Data about you under our Privacy Notice.

6. COOKIES

- 6.1. We use Cookies on our Website. For further information see our Cookie Policy.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Nothing in these Terms be construed as granting any Intellectual Property Right of ours to any other party.
- 7.2. We own all present and future Intellectual Property Rights and rights in or in relation to the Website. In particular, Lending Works and the Lending Works logo are trademarks of Fluro Platform Limited.
- 7.3. You must not make any unauthorised use of such trademarks and any unauthorised use may result in prosecution.
- 7.4. www.lendingworks.co.uk is the uniform resource locator (URL) of Lending Works. You are not entitled make any use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.
- 7.5. 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.
- 7.6. We do not warrant or represent that the Platform's content does not infringe the rights of any third-party.

8. ACCESS TO THE WEBSITE

- 8.1. We do not guarantee that the Lending Works Platform, or any content within, will always be available or be uninterrupted.
- 8.2. We will make all reasonable efforts to allow you uninterrupted access to the Lending Works Platform, but access and use of the Lending Works Platform may from time to time be interrupted, suspended, or restricted, whether owing to a fault, error or damage, or planned maintenance. Lending Works shall not be liable to you for any loss or damage which you may suffer due to this.
- 8.3. You agree to access and use the Lending Works Platform only for its intended purpose and under these Terms. You agree not to:
 - 8.3.1. attempt to hack, make unauthorised alterations to or introduce any kind of malicious code to the Website by any means;
 - 8.3.2. reverse engineer or decompile (whether in whole or part) any software available through the Website;
 - 8.3.3. make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website or any material or information contained on it;

- 8.3.4. 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;
 - 8.3.5. gain or attempt to gain, or assist others in gaining, unauthorised access to the Website
 - 8.3.6. use the Website for any unlawful purpose, including any fraudulent use;
 - 8.3.7. use the Website to simulate communications from us or another service or entity to collect identity information, authentication credentials, or other information;
 - 8.3.8. use the Website in any manner that disrupts its operation or causes it to fail;
 - 8.3.9. 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 or our brand, intellectual property or business;
 - 8.3.10. 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;
 - 8.3.11. 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;
 - 8.3.12. expressly or impliedly state that we endorse or are related to or responsible for any products or services which are not our own;
 - 8.3.13. misrepresent your association or dealings with us;
 - 8.3.14. present, disseminate or make available any false or misleading information about us;
or
 - 8.3.15. 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.
- 8.4. Lending Works may suspend or disable Lending Works Membership, your Account and/or your access to the Platform or Website at any time if, in our reasonable opinion:
- 8.4.1. you have failed to comply with these Terms; or
 - 8.4.2. your access to the Website is being misused, illegally or fraudulently used or is subject to other unauthorised use.

9. WEBSITE CONTENT

- 9.1. 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.

- 9.2. It is your responsibility to comply with all applicable laws, including ensuring that your access and/or use not only complies with the Website, but also with the laws of the jurisdiction from which your use or access is made.
- 9.3. 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.

10. LINKS TO OTHER WEBSITES

- 10.1. If you access our Website through a search engine or from another third-party website, these Terms will apply to you in full in the same way and to the same extent as if you had come to our Website directly.
- 10.2. Where our Website contains links or pages that direct you to other third-party websites/domains or share content on various social networks and other shared-content platforms. By clicking on those links and accessing those third-party websites or sharing content you may become subject to the terms, conditions and policies which apply to those websites or domains.
- 10.3. It is your responsibility to make sure that you are familiar with and willing to accept such third-party terms, conditions and policies. 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. We are not responsible for the accuracy or content of these websites or domains, and any links we provide do not mean that we are connected with or endorse the related website, resource or the information provided in them.

11. LIABILITIES

- 11.1. Nothing in these Terms affects, removes or reduces any obligation we have under the rules of the Financial Conduct Authority.
- 11.2. We accept liability for foreseeable: losses, costs, expenses, damages and liabilities ("**Losses**") suffered or incurred by you in connection with the provision of the Platform to you to the extent that they arise as a result of our negligence, wilful default or fraud. You acknowledge and agree that we will not be liable for any Losses suffered or incurred by you other than as set out in these Terms. For the avoidance of doubt, nothing in these Terms is intended to limit or exclude any entitlement or remedy you have available to you under applicable laws.
- 11.3. We are not responsible or liable to you for:
 - 11.3.1. any delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act) where that delay or inaccuracy is a result of factors outside our reasonable control save that Lending Works will take such action as may be reasonably practicable in all the circumstances to mitigate the effect of any such factors;
 - 11.3.2. changes made to the Website or its content by unauthorised third parties;
 - 11.3.3. any breach of these Terms arising from circumstances outside our reasonable control;
or

- 11.3.4. 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;
- 11.3.5. any other matters outside of our control.
- 11.4. Our total liability to you under these Terms shall not exceed the amount of money you have borrowed giving rise to the liability.
- 11.5. You shall be liable to us for any loss or damage suffered by us as a result of any breach of these Terms by you, or any fraudulent or negligent use of the Lending Works Platform.
- 11.6. Nothing in these Terms will exclude or limit our liability for fraud or any other liability which we cannot lawfully exclude or limit (including our liability concerning death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors), and this clause 11 shall be construed accordingly.
- 11.7. We may at any time, without notice to you, set off any liability owed to us or to our members by you, including (without limitation) in relation to any Lending Works Account in your name or which we believe to be under your control, against any funds held in another Account in your name or which we believe to be under your control.
- 11.8. If you access and use our Website in breach of these Terms 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 of the Terms. If your breach also amounts to 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.

12. TERM AND TERMINATION

- 12.1. These Terms shall come into effect upon the point you commence using the Website.
- 12.2. We reserve the right to decline the use of the Website.

13. COMPLAINTS

- 13.1. If you have a complaint about these Terms or our service please contact Lending Works via your Lending Works Account on the Website, by calling 020 7096 8512 or emailing cs@lendingworks.co.uk. Your complaint will be acknowledged by e-mail within three working days. Lending Works will then investigate and send you a final response.
- 13.2. Details of our Complaints Procedure can be found at: www.lendingworks.co.uk/complaints
- 13.3. Complaints that cannot be settled within eight weeks after the date of complaint may ultimately be referred to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

14. COMPENSATION

- 14.1. We are not covered by the Financial Services Compensation Scheme.

15. FINANCIAL ABUSE AND VULNERABILITY

- 15.1. If we suspect and/or reasonably believe that your financial affairs are subject to financial abuse, we reserve the right to:
 - 15.1.1. refuse to act on any instructions until we are reasonably satisfied that there is no financial abuse; and
 - 15.1.2. report suspicions to any legal, regulatory or governmental/local authority that we deem appropriate in the circumstances and your best interests.
- 15.2. Where we reasonably believe you to be vulnerable, we reserve the right to take reasonable steps to protect your best interests.
- 15.3. Providing at all times that we act per applicable laws and regulations and/or within our reasonable belief, you agree that we shall not incur any liability or obligation to you, or through consequence, any third party under this clause 15.

16. DELAY OR NON-PERFORMANCE

- 16.1. We shall not be liable for any delay or non-performance of our obligations under these Terms to the extent that our performance is interrupted or prevented by anything beyond our control.
- 16.2. Such delay or failure shall not constitute a breach of these Terms, and the time for performance shall be extended by a period equivalent to that during which performance is so prevented subject to clause 16.3.
- 16.3. We will use reasonable endeavours to mitigate the extent of the delay or failure as described in clause 16.1 and its adverse consequences and to recommence the performance of the affected obligations as soon as reasonably practicable.
- 16.4. If we cannot provide the Website due to circumstances beyond our control or as a result of any delay or failure to provide the Lending Works Platform which arises directly from such circumstances, we will not be liable for any losses suffered or incurred by you.

17. SENDING OF DOCUMENTS AND NOTICES

- 17.1. Unless otherwise stated in these Terms any notices, approvals or consents required to be given under these Terms shall be in writing.
- 17.2. We may send all notices, approvals, consents or documents we wish to send you or are entitled to receive through the Website or to the email address you have provided.
- 17.3. Unless otherwise notified to you from time to time, you must send:
 - 17.3.1. all notices, approvals, consents by email to cs@lendingworks.co.uk; and
 - 17.3.2. all documents through the Lending Works Platform, post them to your Account or by email (to the e-mail address provided by Lending Works from time to time). We may direct you to provide documents by a specific means or method from time to time.
- 17.4. The deemed receipt shall be on the date of delivery to a server accessible by the recipient (or the next following business day if sent outside normal working hours).
- 17.5. We may change the details of our address or electronic mail address by notice to you by any of the means set out above or by posting our new details on our Website.

18. VARIATION

- 18.1. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause.
- 18.2. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

19. GENERAL

- 19.1. All communications from Lending Works to you under these Terms will be in English.
- 19.2. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid, or enforceable and the remainder of this Agreement shall not be affected. The parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision for a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision. The Parties' obligations under the invalid, illegal, or unenforceable provision shall be suspended, to the relevant extent, whilst an attempt at such a substitution is made.
- 19.3. Neither party shall be entitled to assign, charge, or otherwise transfer or encumber or dispose of these Terms or any of its rights, benefits (including by trust) or obligations under it in whole or in part without the prior written consent of the other party, except that we shall be entitled, in our absolute discretion to assign or subcontract to any Lending Works Group company or any company who takes over our business.
- 19.4. No failure or delay by either party to exercise any power or right under these Terms shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power. Any of the rights or remedies of the parties under these Terms, may at any time be enforced separately or concurrently with any other rights and remedies whether under these Terms or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.
- 19.5. A person who is not a party shall have no rights to enforce any of these Terms, even if that person has relied on any such term or has indicated to any party an assent to any such term.
- 19.6. These Terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed under the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Appendix - Definitions and Interpretations

1.1. In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Account	means the section of the Website provided to each Member for the purposes of using the Lending Works Platform;
Associated Company/ies	means a company which is a subsidiary, a holding company or ultimate holding company of Raymond James, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company. "Subsidiary" and "holding company" shall have the meanings ascribed to them in section 1159 Companies Act 2006 and "company" shall include any body corporate;
Cookie Policy	means as set out on our Website;
Confidential Information	means the existence and terms of these Terms, any Fees paid under it and any other information of each party (and/or (if applicable) its Associated Companies relating to trade secrets, plans, intentions, product information, lists of members, suppliers', know-how, financial information, affairs or other business of ours and/or our Associated Companies, communicated in any form which is marked as confidential or might reasonably be considered to be confidential;
Data Protection Laws	<p>means all Applicable Laws relating to data protection, the Processing of Personal Data and privacy, including:</p> <ul style="list-style-type: none">(a) the Data Protection Act 2018;(b) the Retained Regulation - General Data Protection Regulation (EU) 2016/679 ("UK GDPR");(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);(d) at all times, any other data protection laws and Regulations applicable in the United Kingdom, particularly any Applicable Laws introduced to address data protection matters as a consequence of Brexit; and/or(e) any legally binding rule, policy, guidance, code of conduct or recommendation issued by any governmental, statutory or regulatory body <p>and references to "Personal Data" have the meanings set out in, and will be interpreted per the Data Protection Laws;</p>
Intellectual Property Rights	mean all rights in and to inventions (whether patentable or not), patents, designs (both registered or unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other

intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;

Lender Platform Terms	means as set out on our Website;
Lending Works Group	means us and/or any of our Associated Companies;
Lending Works Platform	means the online platform provided by us to facilitate Loan Agreements and the Borrower to manage their account;
Member	means a person who registered on or with the Lending Works Platform pursuant to and in accordance with these Terms. Membership shall be construed accordingly;
Privacy Notice	means as set out on our Website; and
Website	means www.lendingworks.co.uk

- 1.2. In these Terms clause, appendix and paragraph headings shall not affect the interpretation of these Terms.
- 1.3. Person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. Words in the singular shall include the plural and vice versa
- 1.5. Unless otherwise stated, references in these Terms to clauses, schedules, annexes, appendices, and exhibits are clauses, schedules, annexes, appendices and exhibits of these Terms.
- 1.6. References to each party herein include references to its successors in title, permitted assignees and novates.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8. Including means including but not limited to, or without limitation.