

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.co-funding.co.uk (“**Our Site**”). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site and the Co-Funding Investor Automation Platform immediately. These Terms of Use do not apply to the provision of third party services on Our Site by Third Party Licensees, or those third parties who provide payment processes and AML/KYC checks. Please see clause 8 for further information.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access and/or use certain areas and features (i.e. the platform) on Our Site;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
“Our Site”	means *.co-funding.co.uk which provides access to the Co-Funding Investor Automation Platform;
“Third Party Licensees”	means those corporate third party Account holders who have been provided with a license to use and operate their own dashboard under the platform to manage their investment projects;
“User”	means an individual or corporate (including Third Party Licensees) user of Our Site; and
“User Content”	means any content submitted to Our Site by Users including, but not limited to, communications and project material.

2. Information About Us

- 2.1 Site is owned by us, Co-Funding LTD, a limited company registered in England under company number 12557318, and whose registered address is 22 Provender Walk, Belvedere Road, Faversham, Kent, ME13 7NF, United Kingdom.
- 2.2 The platform on Our Site is operated by us for functional support, maintenance and system update purposes only.
- 2.3 The platform on Our Site is operated by Third Party Licensees who have licensed use and access to their own dashboard within the platform.

3. Access to Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Accounts

- 4.1 Certain parts of Our Site (i.e. the platform) will require an Account in order to access them.
- 4.2 You may not create an Account if you are under 18 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact us immediately. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else’s Account.
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and our obligations under the law, as set out in clause 17.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access (i.e. the platform).

5. Intellectual Property Rights

- 5.1 With the exception of User Content (see clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-clause 5.3 you may not reproduce, copy, distribute, sell, rent, sub-license, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app); and
 - 5.3.2 Print page(s) from Our Site.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified

licensors, as appropriate) must always be acknowledged.

- 5.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a license from us (or our licensors, as appropriate) to do so.

6. User Content

- 6.1 User Content on Our Site includes (but is not necessarily limited to) communications and project material uploaded to the platform.
- 6.2 An Account is required if you wish to submit User Content. Please refer to clause 4 for more information.
- 6.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in clause 12.
- 6.4 You agree that you will be liable to us and will, to the fullest extent permissible by law, indemnify us for any breach of the warranties given by you under sub-clause 6.3. You will be responsible for any loss or damage suffered by us as a result of such breach.
- 6.5 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide license to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-license your User Content for the purposes of operating and promoting Our Site.
- 6.6 If you wish to remove User Content from Our Site, the User Content in question will be deleted. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of our reasonable control).
- 6.7 We may reject, reclassify, or remove any User Content from Our Site where, in our sole opinion, it violates Our Acceptable Usage Policy, or If we receive a complaint from a third party and determine that the User Content in question should be removed as a result.

7. Links to Our Site

- 7.1 You may link to Our Site provided that:
 - 7.1.1 you do so in a fair and legal manner;
 - 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;
 - 7.1.3 you do not use any logos or trademarks displayed on Our Site without our express written permission; and
 - 7.1.4 you do not do so in a way that is calculated to damage our reputation or to take unfair advantage of it.
- 7.2 You may link to any page of Our Site.

- 7.3 Framing or embedding of Our Site on other websites is not permitted without our express written permission.

8. Links to Other Sites and Third Parties

- 8.1 Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

Your acceptance of these Terms of Use confirms that you have also read and agreed to MangoPay's terms and conditions for providing the payment services, which can be found at https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf

- 8.2 You should also visit the site of Sum and Substance Ltd (UK) to review the terms and conditions of our KYC/AML check provider.

9. Disclaimers

- 9.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to your use of Our Site.

- 9.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

- 9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

10. Our Liability

- 10.1 The provisions of this clause 10 apply only to the use of Our Site and not to any activity or service provided by Third Party Licensees or our third party service providers for payment services and AML/KYC checks. For the avoidance of doubt, we accept no liability for the acts and/or omissions of third parties.

- 10.2 To the fullest extent permissible by law, we accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.

- 10.3 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

- 10.4 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 10.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, subject to sub-clause 9.2, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site or any other site referred to on Our Site.
- 10.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 10.7 Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Viruses, Malware and Security

- 11.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 11.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 11.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 11.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 11.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 11.6 By breaching the provisions of sub-clauses 11.3 to 11.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

12. Acceptable Usage Policy

- 12.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this clause 12. Specifically:
 - 12.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 12.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

- 12.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 12.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 12.2 When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
 - 12.2.1 promotes or assists in any form of unlawful activity;
 - 12.2.2 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
 - 12.2.3 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 12.2.4 is calculated or is otherwise likely to deceive;
 - 12.2.5 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 12.2.6 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
 - 12.2.7 implies any form of affiliation with us where none exists;
 - 12.2.8 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 12.2.9 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 12.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this clause 12 or any of the other provisions of these Terms of Use. Specifically, we may take one or more of the following actions:
 - 12.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
 - 12.3.2 remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 12.3.3 issue you with a written warning;
 - 12.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 12.3.5 take further legal action against you as appropriate;
 - 12.3.6 disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 12.3.7 any other actions which we deem reasonably appropriate (and lawful).
- 12.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of these Terms of Use.

13. Privacy and Cookies

- 13.1 Use of Our Site is also governed by our Privacy Policy, available from <https://www.co-funding.co.uk/privacy-policy.html>. This policy is incorporated into these Terms of Use by this reference.
- 13.2 Our Site may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.
- 13.3 Our Privacy Policy does not apply to the processing of your personal data by Third Party Licensees who manage their investment projects through the platform or by other third party service providers including MangoPay SA and Sum and Substance Ltd (UK). Please note that we have no control over how your data is collected, stored, or used by third parties and we advise you to check the privacy policies of any such third parties before providing any data to them through the platform.

14. Changes to these Terms of Use

- 14.1 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 14.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

15. Contacting Us

To contact us, please email: queries@co-funding.co.uk

16. Communications from Us

- 16.1 If we have your contact details (if, for example, you have an Account) we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use and changes to your Account.
- 16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time.

17. Data Protection

- 17.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR (or the Data Protection Act 2018 or any other equivalent domestic provision in the future).
- 17.2 For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy, available

from <https://www.co-funding.co.uk/privacy-policy.html>.

18. Law and Jurisdiction

- 18.1 These Terms of Use, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 18.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms of Use, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.