

Terms of website use

1. Terms of website use

1.1. This page (together with the documents referred to on it) represents the Terms and Conditions of Use ("Terms of Use") on which you may make use of our websites (the "Sites") which is owned, operated, licensed, and controlled by Techkredit Ltd, Registered in England and Wales (Company number: 07929994), Registered Office: 2nd Floor, Malta House, Piccadilly, London, W1J 0LE, UK, authorised and regulated by the Financial Conduct Authority under the Financial Registration Number: 729430 as an Appointed Representative of QV Holdco Ltd (Financial Registration number: 672826) and Licensed by the Information Commissioners Office (registration number: Z3404270) (referred to herein as the "Company", "we", "us" and "our"). The term "You" refers to the users and viewers of our Sites.

1.2. Please read these Terms of Use carefully before using our Sites.

1.3. By using our Sites, you indicate that you accept these Terms of Use and that you agree to be bound by them. If you do not agree to these Terms of Use, please do not use our Sites.

2. Information about us

2.1. The Company is registered in England and Wales and its registered office is at 2nd Floor, Malta House, Piccadilly, London, W1J 0LE, UK.

2.2. The Company is a service business carrying out the business of credit brokerage in the United Kingdom. The Company does not make loans or credit decisions.

2.3. We are regulated by the Financial Conduct Authority and entered on the Financial Services Register under Financial Registration Number: 729430

2.4. We are registered with the Information Commissioner's Office in compliance with the Data Protection Act of 1998.

3. Services

3.1. The Company's services include, but are not limited to, advertising other companies' credit offerings and effecting introductions between potential borrowers and lenders or other credit brokers in respect of secured and unsecured loans (the "Services"). In order to request a consumer credit loan from a selection of lenders, the Company invites you to complete an Application Form and transmits this completed Application Form to lenders and/or third parties (the "Advertising Partners").

3.2. The Company does not guarantee that completing an Application Form will result in you receiving a loan offer. Your request is not an application for credit from a specific lender or lenders but an expression of your interest in such products. Individual lenders may require you to complete their own application process and are solely responsible for deciding whether and on what terms to lend to you. Any examples of loan terms on our website are for illustrative purposes only.

3.3. The Company does not charge you any fees for the provision of the Services. If we provide services other than the Services we shall be entitled to charge a fee for those services. The Company will generally receive a brokerage fee from its Advertising Partners for the provision of the Services.

3.4. The Company is not a party to any contract made between you and the Advertising Partners for loans. All rights and obligations under the terms of the contract for a loan are solely between you and the relevant lender.

4. Credit checks on completion of an application form

4.1. By completing the Application Form you authorise the Company to transmit your Application Form to our Advertising Partners.

4.2. By submitting an Application Form you authorise our Advertising Partners to take all such steps as are deemed necessary to independently verify any and all information contained in your Application Form and check your credit worthiness. You understand that these checks may include contacting Credit Reference Agencies (CRAs), fraud and money laundering preventing agencies and the electoral register as well as providing them with information about you.

4.3. By submitting the Application Form you acknowledge that we will acquire and transfer your personal data to our Advertising Partners for the provision of the Services and you consent to our acquisition, control and processing/transfer of your personal data in accordance with the terms of our [Privacy Policy](#) (see also section 8 below 'Privacy').

4.4. We do not act on behalf of the Advertising Partners or represent them.

5. Accessing our site

5.1. Access to our Sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Sites without notice (see below). We will not be liable if for any reason our Sites is unavailable at any time or for any period.

5.2. From time to time, we may restrict access to some parts of our Sites, or the entirety of our Sites, to users who have registered with us.

5.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

5.4. You are responsible for making all arrangements necessary for you to have access to our Sites. You are also responsible for ensuring that all persons who access our Sites through your internet connection are aware of these terms, and that they comply with them.

6. Intellectual Property

6.1. Our Sites, the content, any materials downloaded, and all intellectual property pertaining to or contained on our Sites (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks, (collectively "the Content") are owned by the Company or other third parties and all rights, title and interest therein shall remain the property of the Company and/or such third parties. All Content is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

6.2. Logos, trademarks, images, etc. are the property of the Company unless otherwise noted and may not be copied, used, linked, disseminated, etc. without the Company's prior express written approval. Requests for approval should be directed to support@techkredit.co.uk or Techkredit Ltd, 2nd Floor, Malta House, Piccadilly, London, W1J 0LE, UK.

6.3. You are authorised solely to view and retain a copy of the pages of our Sites for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images or other materials on our Sites for the purpose of transacting business with the Company.

6.4. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit our Sites, or any portion of our Sites for any public or commercial use without the express written consent of the Company.

6.5. Additionally, you agree that you will not (i) remove or alter any author, trademark or other proprietary notice or legend displayed on our Sites (or printed pages produced from our Sites); and (ii) make any other modifications to any documents

obtained from our Sites other than in connection with completing information required to transact business with the Company.

7. Site Security

7.1. You must not misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Sites, the server on which our Sites is stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack.

7.2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Sites will cease immediately.

7.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Sites or to your downloading of any material posted on it, or on any website linked to it.

8. Privacy

8.1. The Company 's Privacy Policy applies to use of our Sites, and its terms are made a part of these Terms of Use by this reference.

8.2. Any personal data we process about you will be processed in accordance with our [Privacy Policy](#) and by using our Sites to transmit personal data you consent to such processing and you warrant that information provided by you is accurate.

Please note that we may transfer your personal data to lenders outside of the European Economic Area, subject to us always meeting the legal requires for such transfer as set out in the Eighth Data Protection Principle of the Data Protection Act 1998.

8.3. Additionally, by using our Sites, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to our Sites may be read or intercepted by others, notwithstanding the Company 's efforts to protect such transmissions.

8.4. Please contact us at support@techkredit.o.uk or write to us at [Techkredit Ltd](#) Techkredit Ltd, 2nd Floor, Malta House, Piccadilly, London, W1J 0LE, UK. if you want to receive details of the relevant credit reference or fraud prevention agencies

9. Disclaimers

9.1. The Company does not promise that our Sites or any content, document or feature of our Sites will be error-free or uninterrupted, or that any defects will be corrected or that your use of our Sites will provide specific results.

9.2. The material on our Sites could include technical inaccuracies or typographical errors. Our Sites and their content are delivered on an "as-is" and "as-available" basis. All information provided on our Sites is subject to change without notice. The Company cannot ensure that any files, documents or other data you download from our Sites will be free of viruses or contamination or destructive features.

9.3. The Company disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose.

9.4. The Company does not guarantee that submission of an Application Form will result in you receiving an offer of a loan.

9.5. The Company disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of our Sites. You assume total responsibility for your use of our Sites and any linked sites.

10. Our Liability

10.1. The material displayed on our Sites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

10.1.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

10.1.2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Sites or in connection with the use, inability to use, or results of the use of our Sites, any websites linked to it and any materials posted on it, including:

(i) loss of income or revenue;

(ii) loss of business;

(iii) loss of profits or contracts;

(iv) loss of anticipated savings;

(v) loss of data;

(vi) loss of goodwill;

(vii) wasted management or office time; and

(viii) 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.

10.2. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

11. Indemnity

11.1. By using our Sites, you agree to defend, indemnify, and hold harmless the Company from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that the Company may become obligated to pay arising or resulting from your use of our Sites, the Content, or your breach of these Terms of Use. The Company reserves the right to assume or participate, at your expense, in the investigation, settlement and defence of any such action or claim.

12. Linking to and from our sites

12.1. Our Sites may contain links to sites maintained by third parties. The Company is not responsible for the content or privacy policies of those sites, and the existence of such links should not be considered an endorsement or recommendation of those sites or of any product or service offered on those sites or of any party that is associated with those sites.

12.2. Please note that other websites and web pages linked to our Sites may be governed by separate terms and conditions, including privacy policies. Please refer to the applicable terms and conditions, including privacy policies of those websites and webpages when visiting them.

12.3. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

12.4. You must not establish a link from any website that is not owned by you.

12.5. We reserve the right to withdraw this permission without notice. Our Sites must not be framed on any other site, nor may you create a link to any part of our Sites other than the home page.

12.6. If you wish to make any use of material on our Sites other than that set out above, please address your request to support@techkredit.co.uk or Techkredit Ltd 2nd Floor, Malta House, Piccadilly, London, W1J 0LE, UK.

13. Age

13.1. The services and products that we provide on our Sites are intended for those over 18 years of age only, and information contained on our Sites does not amount to an invitation to clients who are under 18 to buy any services or products. All transactions for the supply of services concluded through our Sites are governed by the Terms of Use.

14. Law and jurisdiction

14.1. Your use of our Sites and these Terms of Use are governed by the Laws of England and Wales whose courts have exclusive jurisdiction of any disputes that may arise under or in connection with the Terms of Use.

14.2. However, we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or other relevant country.

15. Miscellaneous

15.1. Any failure by the Company to exercise any rights or enforce any of these Terms of Use shall not constitute a waiver of such rights or terms.

15.2. If any provision of these Terms of Use or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms of Use, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

15.3. These Terms of Use constitute the entire agreement between you and the Company with regard to your use of our Sites, and any and all other written or oral agreements or understandings previously existing between you and the Company with respect to use of our Sites are hereby superseded and cancelled.

16. Your complaints

16.1. If you have a complaint, please contact us at support@techkredit.co.uk or Customer Services Team, Techkredit Ltd, 2nd Floor, Malta House, Piccadilly, London, W1J 0LE, UK. We will investigate your complaint. We will attempt to both resolve your complaint through investigation and to respond to you with the outcome.

16.2. If you are not happy with our final response, you have the right to have your complaint dealt with by the Financial Ombudsman Service ("FOS"). To do so, you should contact FOS within 6 months of our final response to your complaint. You

may write to FOS at the following address: The Financial Ombudsman Service,
Exchange Service, London, E14 9SR.