



BORROWER PLATFORM TERMS AND CONDITIONS

5 September 2022

These Terms apply to:

- *all new customers from 1 March 2022; and*
- *current customers for all new loans from 1 March 2022.*

Current customers with loans before 28 February 2022 must refer to Borrower Platform Terms and Conditions – April 2016. For purposes of the April 2016 terms, please read Lending Works Limited as Fluro Platform Limited and Lending Works as Fluro.

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1. INTRODUCTION

- 1.1. These terms and conditions (these "**Terms**") set out:
 - 1.1.1. Fluro Platform Limited's ("**Fluro**", "**Our**", "**Us**" and "**We**") relationship with you (whether you are introduced to us through a third-party or price comparison website, are a direct customer of Fluro or by any other means);
 - 1.1.2. how you can register, access and use the Fluro Platform; and
 - 1.1.3. how we manage your Loan on the Platform.
- 1.2. These Terms are entered into between you (as a Borrower) and us and must be read in conjunction with the Website terms of use and our Privacy Notice.
- 1.3. 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.
- 1.4. Definitions used in these Terms are set out in the Appendix.

2. OUR ROLE AND OBLIGATIONS

- 2.1. We operate the Fluro Platform through our Website to match (prospective) lenders (including, where appropriate, a Fluro Group member) and borrowers, and ancillary services connected with lending and borrowing via the Fluro Platform.
- 2.2. We will use reasonable endeavours to operate the Platform through the Website, including:
 - 2.2.1. creating your Account/registering you as a Member;
 - 2.2.2. creating your Account;
 - 2.2.3. providing you with access to and use of the Platform (as a Borrower only);
 - 2.2.4. providing and managing a process for lending;
 - 2.2.5. providing documentation for Loans entered into between you and the Lender;
 - 2.2.6. facilitating the payment and collection of sums due under or in connection with Loans; and
 - 2.2.7. managing all aspects of servicing and managing Loans.
- 2.3. Our registered office and place of business is 55 Old Broad Street, London, England, EC2M 1RX.



- 2.4. We are authorised and regulated by the Financial Conduct Authority (Ref. No. 723151) and registered with the Information Commissioner's Office (Reg. No. ZA002001). We are a member of Cifas and Innovate Finance.

3. FLURO PLATFORM AND YOUR ACCOUNT

- 3.1. To access and use the Fluro Platform, we may require you to create an Account/become a Member.
- 3.2. When you are accepted as a Member by us, you will be given an Account.
- 3.3. You can only hold an Account, access and use the Fluro Platform if you have read, understood and agree to be bound by these Terms (including the Eligibility Criteria in clause 4).
- 3.4. By holding an Account, accessing and using the Fluro Platform you agree to be bound by these Terms and any other document referenced in them.
- 3.5. Holding an Account and/or accessing and using the Platform **does not** mean:
 - 3.5.1. we must introduce you to a Lender. You acknowledge such introduction is dependent on the availability of Lenders on the Fluro Platform and whether you meet our and the Lender's requirements;
 - 3.5.2. we must provide you with a Loan; you can only receive a Loan once you have completed the Approval Process (which may vary from time to time); or
 - 3.5.3. (even after we have matched you with a Lender and provided you with Loan documentation), you must proceed with any Loan.
- 3.6. Being approved as a Borrower or entering into a Loan as a Borrower does not automatically mean you will be approved again in the future for any other Loans.
- 3.7. You agree to access and use the Fluro Platform only for borrowing as envisaged by, and in accordance with, these Terms.

4. ELIGIBILITY CRITERIA

- 4.1. To create an Account/become a Member, you must be:
 - 4.1.1. a natural legal person, not more than one person and not a company;
 - 4.1.2. over the age of 18;
 - 4.1.3. capable of taking responsibility for your actions;
 - 4.1.4. a resident in the United Kingdom; and
 - 4.1.5. hold a UK bank account in your name.



- 4.2. For the duration your Account is active, you must be:
 - 4.2.1. capable of taking responsibility for your actions;
 - 4.2.2. a resident in the United Kingdom; and
 - 4.2.3. hold a UK bank account in your name.
- 4.3. You will immediately notify us if any of the criteria in clauses 4.1 and 4.2 are no longer true.

5. REGISTRATION

- 5.1. You acknowledge that we will use any means we consider necessary to verify your identity with any third-party providers of information. Where relevant, you authorise us to undertake such verification.
- 5.2. You agree to enter accurate and valid details including (where applicable) name, email address, telephone number (and sort code and account number, if required) and a password that meets our criteria from time to time.
- 5.3. Upon successful completion of the registration process we will provide you with an Account/Membership Number.
- 5.4. You agree to keep your credentials (e.g Account/Membership Number, email address, password, access codes) private and safe, not disclose them to any other person and provide them to us when accessing your Account. You acknowledge that you are responsible for any misuse of your credentials.
- 5.5. You acknowledge that we are entitled to assume that all correspondence, orders, transfers and instructions made by reference to your Account/Membership Number and other security details are accurate and correct.
- 5.6. You agree to inform us at once by e-mail or by telephone if you believe that any of your credentials are being misused by a person.
- 5.7. We reserve the right not to act on any instructions where we suspect that the person using your credentials (or the person we are dealing with about your Account) is not you or we suspect illegal or fraudulent activity or unauthorised use of your Account.

6. GENERAL BORROWING PROCESS

- 6.1. Generally to apply for:
 - 6.1.1. an ordinary loan, you must enter the requested information via application process accessible through: i) the Website; ii) the Fluro Platform; iii) your Account; or iv) any *partner* site/portal; and
 - 6.1.2. to finance the purchase of goods and/or services through a retailer, you must follow the designated application process set down by the Retailer and us.



- 6.2. The stages of the borrowing processes are: i) Loan quotation; ii) loan request; iii) Loan offer; iv) Loan Agreement review; and v) Loan Agreement acceptance and execution.
- 6.3. You must first perform a loan quotation to see if you are (prima facie) eligible for a Loan ("**Loan Quotation**").
- 6.4. If you receive a successful Loan Quotation (i.e. you are, prima facie eligible for a loan), you may request for a Loan ("**Loan Request**").
- 6.5. You are responsible for the information you provide to us concerning each Loan Request that you make and the information you provide as a part of the borrowing process. We will not be liable for incorrect entries made by you.
- 6.6. We may determine, at our absolute discretion, when the Fluro Platform is open for the making of Loan Requests and may close or limit the Fluro Platform at any time.
- 6.7. When assessing your application:
 - 6.7.1. we will carry out a creditworthiness and affordability assessment using various sources of information (including, credit references agencies; the information you provide us during the underwriting process; and the information we receive from third parties about you and your financial status); and
 - 6.7.2. we may request additional information from you (including to assess your suitability for a loan) before deciding whether to accept or decline your Loan Request;
- 6.8. We will provide you with details of the loan being made available including:
 - 6.8.1. Statutory pre-contract information; and
 - 6.8.2. draft loan documentation/agreement.

You should print and/or save a copy of these documents for future reference.

7. **LOAN INFORMATION**

- 7.1. A Loan Request will only be valid and open for allocation (matching) to a Lender if it is made under these Terms.
- 7.2. You will inform us as soon as you become aware of any errors concerning your Account or any calculations concerning any Loan Request or Loan Offer. We reserve the right to remove any Loan Request or Loan Offer.
- 7.3. We reserve the right to refuse to post your Loan Request on the Fluro Platform without prior notice.



- 7.4. If we allow you to make a Loan Request and subsequently find or suspect that you are or were in breach of these Terms, we may (at our absolute discretion) withdraw any Loan Request made by you.

8. BORROWING THROUGH FLURO WEBSITE, PLATFORM, CREDIT BROKERS AND PARTNERS

- 8.1. Once the Loan Agreement is made, we will arrange for the funds (representing the amount of credit you have borrowed) to be transferred to your Nominated Bank Account. Any fees (which will also be financed by the Lender under the Loan Agreement) will be transferred to us.

9. BORROWING RETAIL FINANCE

- 9.1. You acknowledge that once the Loan Agreement is made, Fluro shall arrange for the loan funds to be transferred to the retailer in one of the following ways, where the goods are, or services commence:

- 9.1.1. immediately, funds will be transferred to the retailer when the Loan Agreement is made; or

- 9.1.2. at a later date, funds will be transferred to the retailer when the goods are delivered to you or when the service begins.

Regarding the above, no funds will be transferred to your Nominated Bank Account. We will transfer the total amount borrowed under the Loan Agreement (less any Fees due to us, unless clause 9.3 applies) to the Retailer directly.

- 9.2. If we or the Retailer request, you must provide us with confirmation of delivery of the goods and/or commencement of the service.
- 9.3. If your Loan is interest-free, we may receive a subsidy from the retailer about your Loan, which may be used to pay our Fees and any interest payments due to the Lender in the absence of interest charged to you under the Loan Agreement.

10. LOAN AGREEMENT

- 10.1. You must carefully review the draft Loan Agreement and check that the following are correct and accepted before entering into the Loan Agreement:

- 10.1.1. the term of the Loan;

- 10.1.2. the interest rate (the Loan made available to you will be at an interest rate confirmed to you by Fluro during the borrowing process and set out in the Loan documentation);

- 10.1.3. the monthly repayments; and

- 10.1.4. any fee payable to us.



- 10.2. You will not be borrowing from us (Fluro Platform Limited) but from Lenders who wish to lend through Fluro and the Platform. You cannot choose the Lender.
- 10.3. Each Loan Agreement will consist of Part I (Important Information) and Part II (Loan Terms and Conditions). You acknowledge that the Loan Agreement is an agreement between you and the Lender(s) and is governed by its terms and conditions. If there is a conflict between these Terms and the Loan Agreement, the Loan Agreement will prevail. These Terms do not form part of your Loan Agreement.
- 10.4. Your Loan Agreement will detail who your Lender is (whether it be multiple Lenders, a single Lender or a member of the Fluro Group).
- 10.5. A Loan made available to you (under the above process or otherwise) will remain open for acceptance until it is withdrawn (by the Lender or us) or a Loan is paid. We can withdraw a Loan Offer at any stage and for any reason before acceptance.
- 10.6. You must only sign the Loan Agreement if the terms set out in it are accepted and you intend to be bound by such terms.
- 10.7. You cannot nominate any person(s) to be counterparties to your Loan Agreement. You must electronically sign the Loan Agreement (and any other Loan documentation) and not allow another person to do so on your behalf.
- 10.8. A Loan Agreement will only be effective when the Loan Agreement is signed by the Lender (or by us on behalf of the Lender). For clarity, even after you have signed the Loan Agreement, the Lender may decide not to proceed with the Loan. You will not be charged any Fees until the Loan Agreement is effective.
- 10.9. A copy of your executed Loan Agreement will be provided to you by e-mail and will be accessible via your Account.

11. ACTING AS YOUR AGENT

- 11.1. You appoint us to be your agent for:
 - 11.1.1. matching your Loan Request via the Fluro Platform with a Lender; and
 - 11.1.2. communicating your Loan Requests.
- 11.2. We may also act as the Lender's agent for:
 - 11.2.1. matching a Lender's lending offer to a Borrower via the Fluro Platform;
 - 11.2.2. assessing your affordability and creditworthiness;
 - 11.2.3. providing you with all relevant Loan documentation;
 - 11.2.4. completing the Loan and transferring funds to you;



11.2.5. managing and servicing the Loan; and

11.2.6. collecting payments due from you.

11.3. You agree that we may exercise our third party rights under the Loan Agreement and, where applicable, on behalf of the Lender, carry out any of the Lender's rights and obligations under the Loan Agreement.

12. RIGHT OF WITHDRAWAL

12.1. Please refer to your Loan Agreement for details about your right of withdrawal.

13. FEES FOR THE FLURO PLATFORM

13.1. Except as set out any relevant Loan Agreement, we will not charge you a fee for Membership of the Fluro Platform.

14. DATA PROTECTION AND CONFIDENTIALITY

14.1. 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.

14.2. We will store, use or otherwise process Personal Data about you under our Privacy Notice. Any such Personal Data is confidential to you and will only be used in connection with providing the Fluro Platform and facilitating loans.

15. ACCESS TO THE PLATFORM

15.1. We do not guarantee that the Fluro Platform, or any content within, will always be available or be uninterrupted.

15.2. We will make all reasonable efforts to allow you uninterrupted access to the Platform, but access and use of the Fluro Platform may from time to time be interrupted, suspended, or restricted, whether owing to a fault, error or damage, or planned maintenance. Fluro shall not be liable to you for any loss or damage which you may suffer due to this.

15.3. You agree to access and use the Fluro Platform only for its intended purpose and under these Terms. You agree not to:

15.3.1. attempt to hack, make unauthorised alterations to or introduce any kind of malicious code to the Fluro Platform by any means;

15.3.2. reverse engineer or decompile (whether in whole or part) any software available through the Website;

15.3.3. make copies, modify, reproduce, transmit, alter or distribute all or any part of the Fluro Platform or any material or information contained on it;



- 15.3.4. 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 Fluro Platform;
 - 15.3.5. gain or attempt to gain, or assist others in gaining, unauthorised access to the Fluro Platform;
 - 15.3.6. use the Fluro Platform for any unlawful purpose, including any fraudulent use;
 - 15.3.7. use the Fluro Platform to simulate communications from us or another service or entity to collect identity information, authentication credentials, or other information; or
 - 15.3.8. use the Fluro Platform in any manner that disrupts its operation or causes it to fail.
- 15.4. Fluro may suspend or disable Membership, your Account and/or your access to the Platform at any time if, in our reasonable opinion:
- 15.4.1. you have failed to comply with these Terms; or
 - 15.4.2. your Account is being misused, illegally or fraudulently used or is subject to other unauthorised use.

16. WARRANTIES AND REPRESENTATIONS

- 16.1. You warrant and represent that:
- 16.1.1. you meet the criteria set out in clause 4.1;
 - 16.1.2. all information provided is true and accurate in all respects; and
 - 16.1.3. you have disclosed to us any circumstances that you are aware of (including without limitation any legal claims, undisclosed liabilities, litigation, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against you by any third party) which could or might result in a material adverse change in your financial condition, business or assets.
- 16.2. By reference to the facts then existing, the representations and warranties set out in clause 16.1 are deemed to be repeated on each day that you hold an Account. You undertake not to take or permit any action to be taken that may cause such representations and warranties to be untrue or inaccurate.
- 16.3. If any of the above criteria, representations and warranties are no longer true or accurate or satisfied by reference to the facts then existing, you undertake to contact us as soon as possible and explain which criteria, representations and warranties are, or may, no longer be true or accurate or satisfied. You undertake to provide us with



such information as it may reasonably require about your financial condition, business and affairs from time to time.

17. LIABILITIES

- 17.1. Nothing in these Terms affects, removes or reduces any obligation we have under the rules of the Financial Conduct Authority.
- 17.2. 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.
- 17.3. We are not responsible or liable to you for:
- 17.3.1. 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 Fluro will take such action as may be reasonably practicable in all the circumstances to mitigate the effect of any such factors;
 - 17.3.2. any Losses as a result of us not being able to match you with a Lender whether within a given period or at all; or
 - 17.3.3. any other matters outside of our control.
- 17.4. Our total liability to you under these Terms shall not exceed the amount of money you have borrowed giving rise to the liability.
- 17.5. 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 Fluro Platform.
- 17.6. 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 17 shall be construed accordingly.
- 17.7. 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 Fluro 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.

18. CANCELLATION

- 18.1. You have the right to cancel these Terms, without giving any reason, within 14 days beginning on the day after the date on which you become a Member. You can do this via your Account or by emailing cx@fluro.co.uk.



18.2. You will lose your cancellation right once you have signed/accepted a Loan Agreement. This does not impact your right to terminate under clause 19.

19. TERM AND TERMINATION

19.1. These Terms shall come into effect upon the point you submit information into the Fluro Platform.

19.2. We reserve the right to decline Membership, to open an Account for you and/or to provide the Fluro Platform to you without giving a reason. If we exercise such a right, these Terms will terminate with immediate effect.

19.3. If you no longer wish to be a Member of the Fluro Platform, and provided you have no Loan Agreements currently in force, you can notify us and we will end your Membership and close your Account. We will treat your notice as notice of termination of these Terms.

19.4. You acknowledge that termination of your Membership and these Terms and closure of your account may not result in termination of your Loan Agreement (which shall remain effective until terminated per its terms).

19.5. We may terminate your Membership, close your Account, cease providing the Fluro Platform or terminate these Terms upon 30 days' notice to you.

19.6. We may, upon notice, terminate your Membership, close your Account, cease providing the Fluro Platform or terminate these Terms:

19.6.1. if you commit a material breach of any of the terms of these Terms and have failed to remedy such breach (if it is capable of remedy) within 30 days' of receipt of notice requiring you to do so, or such reasonable shorter period specified in the notice;

19.6.2. we reasonably believe that providing Membership, your Account or the Fluro Platform to you will have a materially adverse effect on our reputation or the reputation of a member of the Fluro Group;

19.6.3. we cease to carry on all or substantially the whole of our business;

19.6.4. an encumbrancer takes possession of us, or a receiver is appointed, or any of our property or assets become subject to an administration order by the court, or we make any voluntary arrangement with our creditors;

19.6.5. we enter liquidation (except for amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of that company);

19.6.6. we make any arrangement or composition with our creditors; or

19.6.7. other serious and reasonable grounds for doing so.



19.7. If you have Loan Agreements outstanding, we will not be able to close your Account following termination until all sums due under such Loan Agreements have been repaid. Instead, we may significantly restrict your access to the Fluro Platform (and continue to provide limited services to you) and your ability to use certain functions under your Fluro Account.

20. COMPLAINTS

20.1. If you have a complaint about these Terms or our service please contact Fluro via your Fluro Account on the Website, by calling 020 7096 8512 or emailing cx@fluro.co.uk. Your complaint will be acknowledged by e-mail within three working days. Fluro will then investigate and send you a final response.

20.2. Details of our Complaints Procedure can be found at: www.fluro.co.uk/complaints

20.3. 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.

21. COMPENSATION

21.1. We are not covered by the Financial Services Compensation Scheme.

22. FINANCIAL ABUSE AND VULNERABILITY

22.1. If we suspect and/or reasonably believe that your financial affairs are subject to financial abuse, we reserve the right to:

22.1.1. refuse to act on any instructions until we are reasonably satisfied that there is no financial abuse; and

22.1.2. report suspicions to any legal, regulatory or governmental/local authority that we deem appropriate in the circumstances and your best interests.

22.2. Where we reasonably believe you to be vulnerable, we reserve the right to take reasonable steps to protect your best interests.

22.3. 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 22.

23. DELAY OR NON-PERFORMANCE

23.1. 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.



- 23.2. 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 23.3.
- 23.3. We will use reasonable endeavours to mitigate the extent of the delay or failure as described in clause 23.1 and its adverse consequences and to recommence the performance of the affected obligations as soon as reasonably practicable.
- 23.4. If we cannot provide the Fluro Platform due to circumstances beyond our control or as a result of any delay or failure to provide the Fluro Platform which arises directly from such circumstances, we will not be liable for any losses suffered or incurred by you.
- 23.5. If the Fluro Platform permanently fails or ceases to operate for any reason, including if we become insolvent as a firm, we will transfer our obligations under these Terms, in respect of servicing and collections to a third party back-up service provider with whom we have in place a back-up servicing arrangement. If you would like further details of our third-party back-up service provider, please email customer services at cx@fluro.co.uk and we will provide you with the appropriate details. We can, at our entire discretion and without notice to you, change our back up service provider or the specific details of the arrangement we have with them.

24. SENDING OF DOCUMENTS AND NOTICES

- 24.1. Unless otherwise stated in these Terms any notices, approvals or consents required to be given under these Terms shall be in writing.
- 24.2. We may send all notices, approvals, consents or documents we wish to send you or are entitled to receive through the Fluro Platform, post them to your Account or the Website (as appropriate from time to time) or to the email address you have provided.
- 24.3. Unless otherwise notified to you from time to time, you must send:
- 24.3.1. all notices, approvals, consents by email to cx@fluro.co.uk; and
 - 24.3.2. all documents through the Fluro Platform, post them to your Account or by email (to the e-mail address provided by Fluro from time to time). We may direct you to provide documents by a specific means or method from time to time.
- 24.4. 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).
- 24.5. 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.

25. VARIATION

- 25.1. We may amend these Terms, at any time by providing no less than 30 days' notice:



- 25.1.1. due to changes to technology, our business, policies, procedures and the systems we use;
 - 25.1.2. to ensure that our business is run prudently and efficiently; or
 - 25.1.3. where we make changes to products or services, withdraw products or services or introduce new products or services.
- 25.2. We may amend or depart from these Terms, with fewer than 30 days' notice if it is:
- 25.2.1. required due to (actual or anticipated) changes to applicable laws, regulations, regulatory guidance or decisions by a court, regulator or ombudsman;
 - 25.2.2. as a result of changes in the banking or financial system; or
 - 25.2.3. in your best interests.
- 25.3. We may, from time to time (without notice) make minor (non-material) amendments to correct any typographical, punctuation, grammatical errors or other similar errors.
- 25.4. We will take all reasonable steps to bring any such changes to your attention (such as by placing a notice of the change on a prominent position on the Website, through the Fluro Platform, posting them to your Fluro Account. You acknowledge that it is your responsibility to check these Terms, from time to time to ensure that you continue to agree with it.
- 25.5. You can terminate your Membership of Fluro under clause 19 of these Terms, if you do not accept the change to this Agreement. Your continued Membership, access and use of the Fluro Platform following any change to these Terms will be deemed to be your acceptance of such change.

26. GENERAL

- 26.1. All communications from Fluro to you under these Terms will be in English.
- 26.2. 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 Fluro Group company or any company who takes over our business.
- 26.3. 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.



- 26.4. 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.
- 26.5. 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 Fluro Platform;
Account/Membership Number	means the personal identifying account number issued to a person upon successfully registering for an Account;
Approval Process	means the approval process for a Loan set out by Fluro from time to time;
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;
Borrower	means the actual or prospective borrower under a Loan Agreement facilitated via the Fluro Platform;
Collector	means any debt collection agent as may be appointed by us from time to time;
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	means all Applicable Laws relating to data protection, the Processing of Personal Data and privacy, including: <ul style="list-style-type: none">(a) the Data Protection Act 2018;(b) the Retained Regulation - General Data Protection Regulation (EU) 2016/679 ("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

and references to "**Personal Data**" have the meanings set out in, and will be interpreted per the Data Protection Laws;

Fluro Group

means us and/or and any of our Associated Companies.

Fluro Capital Limited, authorised by the FCA to enter into regulated credit agreements as lender, is a member of the same group of companies as Fluro;

Fluro Platform

means the online platform provided by us to facilitate Loan Agreements and the Borrower to manage their account

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

means the actual or prospective lender(s) under a Loan Agreement facilitated via the Fluro Platform.

Where there is more than one lender under the Loan Agreement, Lenders shall be construed accordingly.

Note, a Lender, where appropriate, may be a member of the Fluro Group;

Loan

means a loan transaction entered into by a Borrower and a Lender using the Fluro Platform, the terms of which are set out in a Loan Agreement'

Loan Agreement

means a credit agreement setting out the terms of a Loan facilitated via the Fluro Platform



Loan Documentation	means all documentation relating to the Loan such as the Loan Agreement between the Borrower and the Lender;
Loan Offer	means the offer a Loan in response to a Loan Request'
Loan Parts	means in respect of a Loan which has been lent by multiple Lenders, the part of that Loan which has been lent by a particular Lender;
Loan Request	means as set out clause 6;
Loan Quotation	means as set out in clause 6;
Member	means a person who registered on or with the Fluro Platform pursuant to and in accordance with these Terms. Membership shall be construed accordingly;
Nominated Bank Account	means the UK bank account that you have nominated to receive the proceeds of your Loan and from which your Loan repayments will be taken;
Privacy Notice	means as set out on our Website;
Retailer	means a third-party who sells/provides goods or services and the cost of which the Borrower is seeking a Loan; and
Website	means www.fluro.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.