

CrowdProperty

Property Financing Service Lender Terms and Conditions

Contents

1. [Glossary](#)
2. [The Agreement](#)
3. [The application process](#)
4. [The CrowdProperty Service](#)
5. [Your money](#)
6. [Withdrawal](#)
7. [Term of this Agreement and Loan duration](#)
8. [Fees](#)
9. [Project valuations](#)
10. [Intermediaries](#)
11. [Administration of repayments and payments relating to Loans](#)
12. [Late payments, security and Borrower default](#)
13. [Conflicts of interest](#)
14. [Variation and assignment](#)
15. [Third parties](#)
16. [Liability](#)
17. [Data protection](#)
18. [Notices](#)
19. [Complaints and Compensation](#)
20. [Interpretation](#)

Please read these Terms and Conditions carefully and keep them in a safe place for future reference.

21. [Electronic signature](#)

1. Glossary

In this Agreement, the following terms shall have the following meanings:

"Borrower" means a borrower under a Loan;

"CrowdProperty Service" means the peer-to-peer lending service provided by us to you pursuant to clause 4 and in accordance with the Agreement;

"Development Loan" means a loan made to a Borrower for the purpose of either purchasing and developing a Property or developing a Property already owned by the Borrower;

"Fundraising Period" means the period of time for which Lenders may make Pledges to Projects, beginning from when the Project is featured on the CrowdProperty website and ending either when the Fundraising Target is met or when the deadline set by CrowdProperty (whether or not published) expires;

"Fundraising Target" means the amount which the Borrower has requested to borrow under a Loan;

"Intermediary" means any adviser or other professional intermediary that may have directed you to the CrowdProperty Service;

"Key Stages" means the development stages which must be completed in order to facilitate further drawdown of the proceeds on a Development Loan, as set out in the Development Loan Agreement;

"Legal Charge" means a first legal charge over the Property, by way of security for any Loan provided to a Borrower;

"Lender" means an individual who has made a Loan Commitment to a Loan;

"Lender Fact Sheet" means the summary of terms on which the Loan will be offered to the Borrower;

"Loan" means a Development Loan and/or a Refinancing Loan, and "Loans" shall be construed accordingly;

"Loan Agreement" means the standard form of agreement for either a Development Loan or a Refinancing Loan, which we will enter into with the Borrower as agent on your behalf;

"Loan Commitment" means the amount you commit to lend to a particular Loan by transferring monies to the Solicitor's Escrow Account;

"Maximum Term" means, in relation to a Development Loan, the deadline by which the Project must be completed;

"Minimum Term" means, in relation to a Development Loan, the earliest date on which the Borrower will be permitted to repay the Loan monies to the Lenders, as set out in the Loan Agreement;

"Modulr Account" Modulr are our e-money provider. Upon successful registration and pledge acceptance you will be provided with your Deposit Information (sort code, account no and reference). Funds will be deposited into your Modulr account before they are moved to the Project wallet.

"New Refinancing Loan" has the meaning set out in clause 7.6;

"Nominated Account" has the meaning set out in clause 3.2;

"Online Account" means the secure online account we open for each Lender and Borrower through which they can view details of each of their outstanding Loans;

"Pledge" means the amount which you indicate to us that you wish to lend a particular Project, should your Pledge be accepted;

"Project" means the development or refinancing of the Property using the proceeds of the Loan;

"Project Wallet" Funds for successful raises will be held in the dedicated project wallet. Funds will be held here until they are needed by the borrower.

"Property" means the freehold or leasehold land and/or property against which a Loan is secured, as described in the relevant Lender Fact Sheet;

"Refinancing Loan" means a loan made to a Borrower for the purpose of refinancing its existing borrowings; and

"Security Agent" means CrowdProperty (or such other appropriately authorised person as we may appoint from time to time) in its capacity as security holder on your behalf; and

"Solicitor's Escrow Account" means the client bank account held by CrowdProperty's nominated solicitor, into which you pay Loan Commitment monies pending transfer to Borrowers and into

which repayments and/ or interest on your loans are paid, before being returned to your Nominated Account.

2. The Agreement

1. Our Agreement with you is constituted by these Terms and Conditions. The Agreement sets out the terms on which we will provide the CrowdProperty Service to you as a Lender. The service is provided to you by us, CrowdProperty Limited which is authorised and regulated by the Financial Conduct Authority with permissions to conduct peer-to-peer lending platform activity under registration number 723959.
2. If you wish to use the CrowdProperty Service and become a Lender, you must comply with these Terms and Conditions.

3. The registration process

1. You will be required to register as a Lender through our website: www.crowdproperty.com. We may accept or reject applications and/or Pledges in our absolute discretion.
2. You will be required to provide personal details, an email address and a password to create an Online Account. Our use of your personal details is subject to the terms of our Privacy Policy which is available on our website.
3. You must provide us with the account details of the bank account from which you intend to make and receive payments (your "Nominated Account"). Your Nominated Account must be in the same name as the person who is registered with us and must be held with a UK bank
4. We must also verify your identification for security purposes. To do this we require a passport or driving license and a utility bill (dated within the last 3 months). We will also run an identity check via our third party provider. Please note, where required, your documents and information may be shared with our third party providers. If you do not provide all appropriate identification documents when requested then you will not be able to lend on the CrowdProperty platform. We may accept or reject your application to become a Lender at our absolute discretion.

Registration

5. If we accept your application, we will provide you with your Online Account details. You will then be able to make Pledges to help Borrowers raise their funding The Minimum Pledge is £500. There is no maximum pledge amount.
6. We will need to identify you before accepting a Pledge. If we cannot obtain adequate information from third party sources then we will ask you to send us copies of the relevant identification documents. If you do not provide all appropriate identification documents when requested then you will not be able to lend on the CrowdProperty platform. We may accept or reject your application to become a Lender at our absolute discretion.
7. After making your initial Pledge, we will provide you with updates during the Fundraising Period, during which time you may choose to increase your Pledge to the Project. Should you make a Pledge after the Fundraising Target has been reached, you will be placed on a waiting list for the Project. If you have made a Pledge before the Fundraising Target is reached, but notify us that you wish to increase this Pledge after the Fundraising Target was reached, the increased portion of your Pledge will be placed on the waiting list for the Project.
8. Pledges may be rejected/removed at our discretion.

Making Pledges

9. If you make a Pledge, you will be notified by email once the Project's Fundraising Target

has been reached. Loans will be allocated to Lenders on a first come, first served basis, by reference to the order in which the Pledges are made. If you submit a valid Pledge before the end of the Fundraising Period, satisfy our identity checks and we accept your Pledge, we will provide you with a Loan Agreement and Lender Fact Sheet setting out the terms on which the Loan will be made to the Lender.

10. Once your pledge has been successful, you will be notified of the deadline in which to transfer funds. This is typically 1-6 weeks after the project is fully funded. Funds should be transferred to your Modulr e-wallet, details of which can be found on your Standard Portfolio. If funds are already present in the account, they will be moved to the project wallet automatically and you will be notified of the loan start date.
 11. If we have not received your funds by the specified deadline, your Pledge will be deleted and you will lose your place on that loan
 12. If you prefer to fund your Pledge before the steps set out in 3.7 have been taken, you may do so provided we have been able to perform identity checks on you. Your money will not earn any interest unless and until the money is drawn down however. We will notify you of the Solicitor's Escrow Account details to enable you to make advanced funding of Pledges in this way.
 13. Clause 6 applies to Lenders who do not honour Pledges.
The waiting list
 14. If, within 3 working days of the Fundraising Target being reached, there is a shortfall between the total amount of Pledges made to a Project and the total Loan Commitments received, Lenders who have been placed on the waiting list will then be given the opportunity to make up the shortfall.
 15. If you transfer funds after the 3 working day period as a Lender on the waiting list, we will accept funds on a first come, first served basis. Accordingly, we cannot guarantee that your funds will be accepted. If some or all of your money is not accepted as a Loan Commitment, we will notify you and seek your directions in respect of the uncommitted money. In the absence of instructions from you, the money will be held in the Solicitor's Escrow Account, which will count towards funding future Pledges. You may instruct us to return uncommitted money that is not subject to a Pledge to your Nominated Account at any time.
Successful and unsuccessful fundraises
 16. If the Project does not reach its Fundraising Target before the end of the Fundraising Period, the Project will be withdrawn from the platform and any Pledges which you have made will be cancelled.
 17. Once you have made a commitment to a Loan you will not be entitled to withdraw from the Loan until the expiry of the Loan term.
4. The CrowdProperty Service
1. CrowdProperty enables you to lend to Borrowers via the CrowdProperty platform. The money you provide will be used by Borrowers either as a Development Loan (where the Borrower is seeking funding to purchase and/or develop properties) or a Refinancing Loan (where the Borrower is an existing property owner seeking to re-finance its borrowings).
 2. Under a Development Loan, Lenders money is utilised towards the construction/refurbishment of the project lenders have agreed to support. Under a Refinancing Loan, lenders money is used to either assist in the purchase of the property or pay off the existing debt. All Loans will be secured by a first legal charge over the Property as registered with the land registry
 3. We have strict lending criteria and will carry out extensive due diligence on all Projects before featuring them on the CrowdProperty platform. We will also obtain an RICS valuation for each Project.

4. If your Pledge is successful and the project completes, we will provide you with a copy of Loan Agreement (should you ask) and a Lender Fact Sheet setting out the main terms of the Loan, which may be a Development Loan or a Refinancing Loan, depending on the Project which you have chosen to lend to.
 5. As part of the CrowdProperty Service, we shall:
 - a. carry out due diligence on all Projects prior to uploading their details onto the platform;
 - b. provide full details of all Projects available on the platform, including but not limited to, business plans, details of planning permissions obtained or pending, CVs of Project Developers and any other relevant information;
 - c. enter into Loan Agreements with Borrowers as agent on your behalf on the terms of the Loan Agreement provided;
 - d. facilitate the payment and collection of sums due under or in connection with the Loan Agreements (including taking certain actions on behalf of Lenders upon a Borrower's default or if the Borrower becomes, or is likely to become, insolvent as set out in these terms and conditions);
 - e. in exceptional circumstances only, step into the Project as property developer where it is necessary in order to arrange for the Project to be completed on time and within budget;
 - f. if necessary, act as Security Agent in order to take security on the Borrower's assets and attend to the recovery of any debts owing/sell the Project and distribute the proceeds as set out in the Loan Agreement;
 - g. arrange for any capital and interest payments due under a Loan to be collected and paid to Lenders when due; and
 - h. report to you in accordance with the Agreement.
 6. By transferring funds to us, you acknowledge and accept the terms of the Loan Agreement provided to you and consent to CrowdProperty entering into the Loan Agreement as agent on your behalf.
 7. CrowdProperty does not provide advice or recommendation to enter into a particular Loan.
 8. Our website contains details of the arrangements we have taken to ensure the continued administration of Loans in the event of our insolvency. You will be notified of any such arrangements if and when these become relevant to you.
5. Your money
1. As set out in clause 3, once we notify you that your Pledge has been successful, you will be required to transfer funds to your Modulr account with the designated project reference.
 2. We will claim and account for all repayments, interest and other payments or entitlements received and due to you and pay them into your Modulr account as and when they become due. These funds can be reinvested in CrowdProperty projects or withdrawn to your nominated account.
 3. CrowdProperty have a number of products where lenders interest will either be rolled up and paid at redemption of the loan or paid during the life of the loan. This will be made clear to the lenders before the project is launched and will be included in the legal documents. If interest is paid monthly this will be paid in arrears. If you have chosen to support a Development Loan, interest will be payable at the end of the Loan term. If you have chosen to support a Refinancing Loan, interest will be paid monthly. The rate of interest will be set out in project marketing campaign and the Loan Fact Sheet.
 4. For both Development Loans and Refinancing Loans, the amount of capital which you have lent will be repaid in full into your Nominated Account at the end of the Loan term.

5. Payments of interest and capital will be made into your Modulr account
6. If you wish to change your Nominated account, you may only do so to another UK bank account in your name. You may be required to provide a bank statement to support this change.
7. We will provide you with a tax statement each year with the amount of interest repaid to you that year. It is your responsibility to account for any income tax and other personal taxes that may be payable to the appropriate authorities. Where we make a tax deduction (or any payment required in connection with that tax deduction) which is required under the relevant tax law, we will provide you with a certificate (or other reasonably satisfactory evidence) that such tax deduction has been made or an appropriate payment has been made to the relevant taxing authority.

6. Withdrawal

1. You should only make a Pledge to a Project where you intend to make a Loan Commitment, as Borrowers will not be able to secure funding for their Projects unless the entire Fundraising Target is raised. If you have made a Pledge but then decide that you do not wish to make a Loan Commitment to that particular Project, you should notify us before the end of the Fundraising Period, in order for us to find a Pledge from an alternative Lender to ensure that the Project does not miss out on funding.
2. If you decide not to make a Loan Commitment after your Pledge has been accepted and we have notified you of this, you should let us know soon as possible.
3. If you do not honour your Pledge, we will take this into account in determining whether to permit you to continue to accept new Pledges from you. We aim to provide a degree of flexibility to Lenders who, with good reason, amend their Pledges before the Fundraising Target has been met. However, we strongly discourage Lenders from failing to fund a Pledge after the Fundraising Target has been met.
4. Once you have received an email notifying you of the Loan Start Date you will not be able to withdraw your funds from the project. Your funds will be returned at the end of the loan term once the funds have been repaid by the borrower. You agree that in some circumstances the loan may run late, in the instance that a loan is going to run late we will notify you prior to the loan end date.

7. Term of this Agreement and Loan duration

1. This Agreement shall come into effect on the date you make a Pledge and will continue until either party notifies the other in writing that you are to be de-registered. Such notification will take immediate effect, subject to the terms of this clause 7.
2. You will not be capable of de-registering at any time when you have Loans which are outstanding. Termination of this Agreement will not entitle you to withdraw from the Loans to which you are committed and you should therefore think carefully before making any Loan Commitments.
3. We will commit your money to Loans on the terms of the relevant Loan Agreement. The Loan Agreement may be amended from time to time and any changes will be notified to you accordingly. The expected duration of the Loans will be set out in the Loan Agreement and the Lender Fact Sheet, as notified to you once your Pledge is accepted.
4. Due to the nature of Projects funded by Development Loans, the build time is unpredictable. We will agree a Minimum Term and a Maximum Term. We will also agree Key Stages and a target Loan term for the purposes of monitoring development progress and releasing monies to the Borrower, but you should work on the basis that your money may be committed for any period within the Minimum and Maximum Terms. The amount of interest payable will be determined by reference to the actual period the Loan is outstanding.
5. We will monitor the development of Projects throughout the term of each Development

Loan and to the extent that we believe that the Project is not on track to deliver any Key Stage on time, we may step in to develop the Project on the Borrower's behalf. There is always a risk that it may take longer than the Maximum Term to complete a Project and your money may be committed for a longer period of time. If your money is committed to a Development Loan for longer than the Maximum Term, you will continue to receive interest at an increased rate, as specified in the Lender Fact Sheet (typically an additional 2% interest per annum), after the expiry of the Maximum Term.

6. A Borrower may seek to refinance a Development Loan or a Refinancing Loan through CrowdProperty (a "New Refinancing Loan"). We will contact existing Lenders to inform them of such an eventuality and give them an opportunity to partake in the refinancing. If existing Lenders wish to partake in a New Refinancing Loan, this may be done through recycling repayments of interest and capital as well as committing new funds to the Project.
7. We may terminate your membership of the CrowdProperty platform and/or prevent you from applying to make new Loans at any time and at our sole discretion, including but not limited to, where:
 - a. you breach the terms of the Agreement;
 - b. we suspect that you have committed fraud, been involved in money laundering or other criminal activities or have used the CrowdProperty platform for any such purposes;
 - c. you use the CrowdProperty platform in any way that causes, or is likely to cause, the platform or access to it to be interrupted or damaged in any way;
 - d. you send or use any material on the CrowdProperty platform that is illegal, offensive, abusive, indecent, defamatory, threatening or obscene, or in breach of copyright, trademark, confidence, privacy or any other right; or which consists of or contains software viruses;
 - e. you use the CrowdProperty platform or any information accessible on or obtained from it for the purpose of soliciting any person or enticing any person away from CrowdProperty;
 - f. there is no activity in your Online Account within a 12 month period.
8. We may:
 - a. immediately and without notice where we believe it to be desirable for legal or regulatory reasons (for example if we suspect you of money laundering); or
 - b. upon giving you at least 30 days' written notice for any other objective reason, suspend your account and attempt to wind up your existing Loans by novating your Loan Commitments to alternative Lenders.
9. Termination will not affect accrued rights or any contractual provision intended to survive termination.

8. Fees

Our fees are charged to Borrowers, Lenders do not incur any fees when lending through their Standard Account. The basis of charging will be set out in the Lender Fact Sheet.

9. Project valuations

1. The value of the Property against which each Loan is secured will be determined prior to the time of lending, using prices supplied by a national firm of surveyors and peer-reviewed by a property consultancy. If the Loan is a Development Loan, we will also obtain updated property values and development reports during the term of the Loan, on the basis that the funds will be made available to the Borrower on completion of the Key Stages of development of the Property. We will not generally obtain updated property values during the loan period of any Refinancing Loans on the basis that Borrowers will be required to undertake not to carry out any works that may diminish the value of the property under the Loan Agreement.

2. Your Online Account will show:
 - a. the number and value of Loans you have made and interest and capital received in that tax year (including outstanding and completed Loans);
 - b. the duration, loan-to-value and interest rate and the initial and outstanding loan amounts of each outstanding Loan;
 - c. the loan term remaining on outstanding Loans;
 - d. the total sums outstanding.
10. Intermediaries
 1. Should you choose to employ the services of an Intermediary, your Intermediary is responsible for disclosing to you their fees that relate to the advice or service that they gave to you in respect of your lending activities and your decision to make a Loan.
 2. We may pay a commission to your Intermediary where we disclose this to you in advance by email.
11. Administration of repayments and payments relating to Loans

We undertake to you that we shall:

 1. accept repayments and/or payments from the Borrower in respect of capital and /or interest in respect of a Loan;
 2. make repayments and/or payments to you of capital and /or interest received on your behalf in respect of a Loan from the Borrower
 3. take steps to procure the repayment and/or payment of all sums due to you in respect of a Loan and/or that we shall exercise or enforce rights when applicable and appropriate under the Loan Agreement and / or the security documents on your behalf.
12. Late payments, security and Borrower default
 1. You agree that in some circumstances and depending on the type of Loan loans may run late and/or it may be necessary for us to step in to protect your interests in relation to the Loan. For example, in respect of a Development Loan, in the event that a Borrower is late in completing a Key Stage, it may be necessary for CrowdProperty to take over the development of the Project. In respect of Refinancing Loans and Development Loans, where interest or capital payments are not made in time, it may be necessary for us to take steps to enforce provisions of the Loan Agreement on your behalf.
 2. Due to the rigorous due diligence we carry out on Projects at the outset, we do not anticipate having to step in to many Projects to ensure their completion. However, in the event that we, at our sole discretion, determine that it is necessary for us to become involved in the development of the Project, our costs for doing so will be paid for the Borrower and will be deducted from the sale proceeds of the Property at the end of the Loan term, after the Lenders have been repaid.
 3. As a result of CrowdProperty stepping in to deliver a development Project, the development may take extra time and you will receive an additional 2% interest per annum for any additional time taken after the expiry of the Maximum Term to complete the Project.
 4. The Borrower's obligations under the Loan Agreement will be secured by a first Legal Charge over the Property. Where we determine it necessary, we may also ask that a personal guarantee be provided by a director of the Borrower. In the event that a Borrower fails to make a payment when due or defaults in meeting any material obligations of the Loan, you grant us authority to act as Security Agent and enforce the security for your benefit acting at our own discretion.
 5. In the event of missed payments on a loan we, as Security Agent, will generally take the administrative steps set out below on your behalf, although we will determine in our discretion how best to pursue the debt in the circumstances so that we may act outside and/or ahead of the following process to pursue missed payments or loans (whether or

not in formal default) where we consider this to be in the best interests of Lenders. We may recover our reasonable costs from any amount recovered.

6. If the Borrower misses a payment or only partially pays the amount due to you, on the first such occasion we will generally contact the Borrower to inform it that we will reattempt to collect the outstanding payment on the next working day. If our attempts to collect the payment fail on a second occasion without explanation within 3 working days, the Borrower's account will be treated as being overdue although we will continue to attempt to collect the funds.
 7. If the Borrower fails to pay or only partially pays three or more monthly instalments (whether consecutive or not) or if, in our reasonable opinion, the Borrower materially breaches any conditions of the Loan Agreement, such as the timely completion of Key Stages, we may place the loan into default and as Security Agent, attempt to collect the total Loan amount outstanding immediately.
 8. As Security Agent, we will deduct our own fees of up to 10% of the amount we recover from the Borrower plus any out of pocket disbursements which we incur, including third party administrator, receiver or legal counsel fees, and the remaining proceeds will be distributed to Lenders in proportion to their Loan Commitments. Where possible the Security Agent's charge will be added to the Loan amount outstanding so as not to reduce the amount Lenders receive. The existence of the Legal Charge should not be considered to be an absolute guarantee of certain repayment in the event of failure by the Borrower in meeting its payment obligations.
 9. As Security Agent, if we are unable to collect the debt and the security held in respect of the Borrower is not sufficient to recover all of the debt, we will then investigate the amount of debt that it is likely to be successfully recovered through the courts, acting as your agent and with your full authority to conduct proceedings in your name.
 10. Where we have been provided with information about the assets of a Borrower, we may pass that information to you. This information may include indicative valuations and we will not be responsible for any discrepancy with the actual values which we are able to realise as Security Agent.
 11. We may refer the missed payment(s) to a debt collections agency, who will attempt to collect the money on your and any other lenders' behalf and you authorise us to use such debt collections agency on your behalf.
 12. We will keep you up to date with the progress of efforts to collect missed payments and to recover defaulted debt.
13. Conflicts of interest
1. This clause constitutes our conflicts policy. In the event that any conflicts arise which we could not effectively manage, we would not be in a position to provide our services to you.
 2. As well as Lenders, we act for Borrowers, who pay our fees. We owe obligations to treat Borrowers fairly and encourage responsible borrowing. Our primary obligation in the event of a Borrower default is owed to Lenders in order to ensure recovery of sums due and owing, but we will take Borrower circumstances into account where strict enforcement of the Loan Agreement would produce an unfair or disproportionate result.
 3. We will seek to serve the interests of all Lenders equally, but where Lenders' interests diverge, it may be possible for individual Lenders to pursue their rights directly against Borrowers.
 4. You agree that we or any of our associates may effect transactions for you in which we or an associate has directly or indirectly a material interest or a relationship of any description with another party which involves or may involve a potential conflict with our duty to you. In particular, we or our associates may lend to Borrowers. We shall ensure

that such transactions are effected on terms that are not less favourable to you than if the conflict or potential conflict of interest had not existed.

5. Subject to the terms of this conflicts policy neither we nor any of our associates shall be required to account to you for any profit, commission or remuneration made or received from or by reason of such transactions. It is possible that the entities which you may lend to deal or co-invest with entities in which CrowdProperty, its associate or their clients have financial interest or to which CrowdProperty or its associate provide services. Such interests may include, without limitation, loans, equity investments, debt securities and/or our interest as a service provider. Dealings may include the provision of credit facilities on preferred or subordinated terms. Accordingly, we or any member of our group (including any associate) may be entitled to gains, profits or fees from or in relation to such companies and entities.

14. Variation and assignment

1. We may, at any time, change the terms of the Agreement by giving you written notice. Such amendment will take effect on the date specified in the written notice. For the avoidance of doubt, these changes may impact our fees and charges or the level of service provided. Any amendment that adversely affects you will not apply to sums already lent out.
2. We may amend these terms if it believes it necessary in order to respond proportionally to changes in law and regulations.
3. We may also amend the terms of the Agreement to reflect changes to our systems, administrative processes and procedures, market practice or client requirements and to reflect other legitimate cost increases (or reductions) associated with providing the Service.
4. You will be given at least 30 days' notice in respect of any changes to this Agreement that are not in your favour or required or desirable in order to comply with legal or regulatory requirements, unless the specific circumstances require a shorter or longer period. Any amendments will comply with any applicable laws and regulations.

15. Third parties

1. Any of our functions under the Agreement may be delegated to an associate or competent (and if relevant, appropriately regulated) third party of our choosing to perform such functions. We may appoint other members of our group who are suitably qualified to provide advisory services to us in respect of your money and the loans entered into. We may also delegate to other members of our group who are suitably qualified. We will give you written notice of any such delegation which involves the exercise of our discretionary loan management powers and will not, without your consent in writing, delegate the whole or substantially the whole of such powers to a third party. We will act in good faith and with due diligence in the selection, use and monitoring of third party agents and delegates. We will use reasonable skill and care in our selection, monitoring and use of agents.
2. Collections can be outsourced by us as Security Agent to any third party.

16. Liability

1. You agree and acknowledge that we shall take on no liabilities, obligations or rights under the Loan Agreement as a result of our authority to act on your behalf and you agree that you will continue to be solely liable for and responsible for the rights and obligations under the Loan Agreement and any amended Loan Agreement.
2. We shall not be obliged to pay on to you Loan repayments, interest or other sums due to you from Borrowers or other third parties unless we have received them.
3. We do not provide tax or investment advice. If you are unsure about the tax or investment implications of the CrowdProperty Service, you should seek advice from an

appropriately-qualified adviser.

4. We shall not be responsible for any losses to the extent arising from any information provided by you being untrue, inaccurate or incomplete.
5. We shall not be responsible for any losses to the extent arising from any information provided by the Borrower being untrue, inaccurate or incomplete.
6. We shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which you may suffer or incur arising out of our acts or omissions regardless of how that loss, liability or cost is caused and regardless of whether it was foreseeable or not.
7. We make no representation or warranty as to the accuracy of the data displayed by the Projects, nor whether the information is up to date or error free.
8. We do not guarantee that there will be sufficient bids to fully fund Loans and allow your funds to be lent out or that there will be sufficient Borrowers for you to lend to.
9. We will act in good faith and with due diligence in providing the CrowdProperty Service in accordance with the Agreement. We accept responsibility for loss to you only to the extent that such loss is due to our negligence, wilful default or fraud. For the avoidance of doubt, nothing in these terms or the Agreement shall exclude or restrict any liability we have to you under the UK regulatory system.

17. Data protection

1. You will be required to provide personal details and a password to register as a Lender. These registration details and password are unique to your individual Online Account and are not transferable.
2. Your registration details and password are how we identify you and so you must keep them secure at all times. You are responsible for all information and activity on the platform by anyone using your details. If you authorise an agent, family member, employee or sub-contractor to use your Online Account, you will be responsible for their activity on the account. Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into your Online Account is not you or we suspect illegal or fraudulent activity or unauthorised use.
3. You agree not to adapt or circumvent the systems in place in connection with the platform, nor access our systems other than by using the credentials assigned to you and by following the instructions that we have provided for that type of connection.
4. Our use of your data will be subject to our Privacy Policy.
5. We will carry out identity checks on you and by providing us with any personal details or any details of your business, you authorise us to carry out checks using credit reference agencies.

18. Notices

1. We may send any communications to you at the email address which you provide to us in the application form (or to any updated email address that you may notify to us in writing from time to time). Any original documents will be sent to the last postal address you have notified to us.
2. You may communicate with us by email at info@crowdproperty.com If we require information to be sent to us by post, this should be sent to 123 Hagley Road Edgbaston Birmingham B16 8LD. Notice sent by first class post to such address is deemed to have arrived on the second business Day after posting. Notice sent by email or hand delivered is deemed to be delivered immediately (or on the next business Day if sent after 5pm on a business Day or on a non-business Day). Our telephone number is: 0121 454 5115. Telephone calls may be recorded or monitored for our mutual protection.

19. Complaints and Compensation

1. We endeavour to deliver a first-class service to our clients, but we recognise that there may be occasions when we fail to meet your expectations. If you have a complaint, then you can contact us by phone on: 0121 454 5115[, by post at: 123 Hagley Road Edgbaston Birmingham B16 8LD or by email at: info@crowdproperty.com . You may also have rights to refer unresolved complaints to the Financial Ombudsman Service. Further details are available from the Financial Ombudsman Service at www.financial-ombudsman.org.uk. You may request a copy of our complaints-handling procedure at any time.
2. The Financial Services Compensation Scheme will not apply to CrowdProperty as a peer-to-peer lending platform, although your money will be held in bank accounts with external credit institutions and subject to separate protections, as set out in clause 18.3.
3. If the credit institution (e.g. bank or building society) holding your un-committed money in the Solicitor's Escrow Account becomes insolvent, you may be able to claim compensation from the Financial Services Compensation Scheme. In such an event, we will inform you of the identity of the credit institution to enable you to pursue such claim. The maximum amount of compensation in respect of a UK credit institution is £85,000. Further details are available from the Financial Services Compensation Scheme, whose address is 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN and telephone contact details are 0800 678 1100 or email enquiries@fscs.org.uk or www.fscs.org.uk.

20. Interpretation

1. The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have non-exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with the Agreement. No other documentation or literature can be used as part of the Agreement.
2. It is not intended that any term contained in this Agreement shall be enforceable, whether by virtue of Contracts (Rights of Third Parties) Act 1999, common law or otherwise, by any person who is not a party to this Agreement save that third parties referred to in it may rely on any authority granted to them under this Agreement, including the ability to accept our instructions to carry out functions on your behalf in accordance with this Agreement. Any group company of ours shall be entitled to enforce terms on our behalf.
3. If any part of the wording of these terms shall become or is declared to be illegal, invalid or unenforceable for any reason, such part or wording will be deleted and shall be divisible from the rest of these terms, which will continue in force.
4. Our failure to exercise or delay in exercising a right or remedy provided by these terms or by law does not constitute a waiver of other rights or remedies.
5. The Agreement is supplied in English, and we will only be required to communicate in English during the course of our relationship with you.

21. Electronic signature

By its electronic signature to these Terms and Conditions, the Lender acknowledge that you have read and understood these terms and conditions and agree to be bound by them. You will thereby provide an electronic signature, which will have the same effect as if you had signed these terms and conditions in writing.