

1. INFORMATION ABOUT US

We are Ask Inclusive Finance Limited (“Askif”), a company registered in England and Wales. Our company registration number is 10020883 and our registered office is at Fryern House, 125 Winchester Road, Chandler's Ford, Hampshire, England, SO53 2DR. All references to "we", "us" or "our" refer to Askif. These terms and conditions (the “**Terms and Conditions**”) apply to incorporated entities (including Limited Companies) and so all references to "you" or "your" refer to the entity that enters into these Terms and Conditions, not any individual person.

2. OUR SERVICE

- 2.1 Our service is a two-fold one, and together each service comprises the entire “**Service**”: The first service is to provide a software platform to enable you to make your loan application online and to enable the lending partner to interact with you through the application process in an efficient way. Through providing this Service to you, our platform will be collecting information from you on behalf of one or more of the providers of credit we have teamed up with for this purpose (the “**Lending Partner**”).
- 2.2 If you have applied directly through askif.co.uk, the second element (which goes to make up the entire Service), is that we will attempt to match your application with one or more Lending Partners, whose lending criteria most closely matches your business’s circumstances. This is in order to help you (or your business) access a loan from the most likely source. In order to provide the Service to you, the platform will be collecting information from you (on behalf of the Lending Partner). The part of the Service which matches a loan application to a Lending Partner is only applicable to incorporated businesses.
- 2.3 If the Service matches you with a Lending Partner, it will be the responsibility of the Lending Partner to work with you to progress your loan application from that point onwards. Our process of matching you with one or more Lending Partners is undertaken according to several criteria. Having made your application, you acknowledge that we make no representation nor give any warranty that the Lending Partner will be able to make or facilitate a loan to you as a result of our matching process.
- 2.4 It is important for you to know that we ourselves do not provide loans or other financial products or financial advice. Our role is simply to connect you with a Lending Partner who will then work with you to progress your loan application. Any decisions about whether to offer a loan and, if so, on what terms is solely for the Lending Partner. We have no responsibility or liability for those decisions. WE ARE NOT REGULATED BY THE FINANCIAL CONDUCT AUTHORITY. You should check directly with the Lending Partner to see whether it is regulated by the Financial Conduct Authority.
- 2.5 If you have any queries or complaints about either the conduct of a Lending Partner, or your loan agreement with a Lending Partner, you should contact the Lending Partner directly. We will not be liable to you in any way for the conduct of Lending Partners or in connection with your loan agreement with a particular Lending Partner.

3. ACCESS TO THE SERVICE

- 3.1 In order to access the Service, you must register and create an account with us.
- 3.2 During the registration process, you will be asked to agree to these Terms and Conditions and our Privacy Policy. You will not gain access to the Service without your agreement to these Terms and Conditions or our Privacy Policy.
- 3.3 You may access the Service by registering or signing-in into your account through our website (<http://askif.co.uk/>).
- 3.4 During the period that you are accessing the Service, you may also have correspondence or dealings with one or more Lending Partners. Each Lending Partner may have their own terms and conditions, and you should familiarise yourself with these terms and conditions as they are separate and additional to the Terms and Conditions as set out in this document.

4. PERFORMANCE OF THE SERVICE

- 4.1 You acknowledge that:
- (a) the Service is provided on an “as is” basis i.e. the service you can see and access is the service we provide;
 - (b) we may make changes to the Service in our sole discretion e.g. improvements to the system
 - (c) the Service, or parts of the Service, may not be available at times e.g for system maintenance; and
 - (d) we may suspend your access to the Service, or parts of the Service, as necessary for operational or commercial reasons e.g. if we believe an application is fraudulent.
- 4.2 The express terms of these Terms and Conditions are in lieu of all warranties, terms, conditions, undertakings, representations and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

5. YOUR OBLIGATIONS

- 5.1 In order to use the Service, you will be asked to provide certain information to us, including information about your business, persons involved in your business and your loan requirements.
- 5.2 You warrant and represent that:
- (a) the information you provide to us is true, complete and not misleading; and
 - (b) if such information contains information about a person other than yourself, you have obtained that person's consent to:
 - (i) disclose such information to us for the purposes of the Service; and
 - (ii) our performing identity verification, anti-fraud, anti-money laundering and credit reference checks on the person(s) using the information you have provided to us.

When we ask you for information, we will endeavour to tell you what we need that information for, so that you can ensure that you have the right consent from the person(s) affected.

If the information you provide to us contains personal information, we will process such personal information in accordance with our Privacy Policy.

5.3 You must not:

- (a) sell, rent, licence or distribute the Service;
- (b) allow third parties to use the Service;
- (c) use the Service for illegal or fraudulent purposes;
- (d) use the Service in a way that infringes intellectual property rights;
- (e) copy, alter, modify, decompile or reverse engineer the Service; or
- (f) knowingly introduce viruses, worms, spyware, adware or other harmful code into the Service.

5.4 You acknowledge that the information you provide us may be used in case studies that we use to illustrate the Service to third parties, but that any information will be anonymised to prevent you or your business being identifiable, unless we contact you directly and ask you for your permission.

5.5 You acknowledge that we may ask you for feedback on the Service and so that we can continue to improve the Services. If you provide this information we will ask you if you wish to contribute it anonymously or have it attributed to you. In all instances we will use this information only for our own marketing purposes.

6. FEES

We will not charge you any fees for using the Service. However, if you enter into a loan agreement with a lending partner, they may charge you fees in accordance with that agreement.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights in the Service belong to us or our licensors. You will not acquire any intellectual property rights in the Service, except as set out in these Terms and Conditions.

7.2 We grant you a non-exclusive, non-transferable licence to use our technology platform for the purpose of receiving the benefit of the Service.

8. SUSPENSION OF ACCESS

We may, on notice to you, suspend your access to the Service if you are in breach of these Terms and Conditions.

9. TERMINATION

9.1 You may terminate these Terms and Conditions at any time on notice to us.

9.2 We may terminate these Terms and Conditions at any time on notice to you.

9.3 If these Terms and Conditions are terminated, we shall terminate your access to the Service and close your account.

9.4 You acknowledge that, potentially, the termination of these Terms and Conditions may affect your dealings with a Lending Partner (including any loan applications which are in progress). Any loan agreements which have already been concluded between you and a Lending Partner at the termination date, however, will be unaffected.

10. LIABILITY

10.1 Subject to Clause 10.3, we will not be liable to you for:

- (a) any indirect or consequential loss;
- (b) any loss of goodwill, reputation or opportunity;
- (c) any loss of profit or revenue; or
- (d) any loss of or corruption of data,

arising out of or in connection with these Terms and Conditions or any breach or non-performance of them no matter how fundamental (including by reason of our negligence).

10.2 Subject to Clause 10.3, our total and aggregate liability arising under or in connection with these Terms and Conditions or as a result of any breach or non-performance of them no matter how fundamental (including by reason of our negligence) in contract, tort or otherwise shall not exceed £100.

10.3 Notwithstanding any contrary provision in these Terms and Conditions, neither party limits or excludes its liability in respect of:

- (a) any death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded under applicable law.

11. CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions from time to time. If we do, these changes will be posted on the terms and conditions page of www.askif.co.uk and, where appropriate will be notified to you by email.

12. OTHER LEGAL TERMS

12.1 If any provision of these Terms and Conditions is illegal, invalid or unenforceable, this will not affect or impair the legality, validity or enforceability of the remaining provisions of these Terms and Conditions.

12.2 Our failure to exercise or delay in exercising a right or remedy provided under these Terms and Conditions will not constitute a waiver of that right or remedy.

12.3 These Terms and Conditions and our Privacy Policy are the entire agreement and understanding between us and you relating to the subject matter of these Terms and Conditions and supersede any other agreement or understanding (written or oral) between us and you relating to the same. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

12.4 These Terms and Conditions and any dispute or claim arising out of or in connection with these Terms and Conditions (including non-contractual disputes or claims) are governed by and shall be construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with these Terms and Conditions and any such dispute or claim referred to in Clause 12.3.

CONTACT

Questions, comments and requests regarding these terms & conditions should be addressed to info@askif.co.uk or 020 3176 7633.

