

# Platform Terms and Conditions

## Introduction

1. These terms and conditions (**Platform Terms**) set out the terms on which each User of www.sharecredit.co.uk (the **Website**) is able to use our Services. It is important that you read these Platform Terms most carefully. If you have any questions about them, please contact us at support@sharecredit.co.uk. Alternatively, if you are uncertain as to whether peer-to-peer lending is suitable for your circumstances, you should consult an independent financial adviser.
2. In addition to these Platform Terms you will be bound by:
  - a. our **Website Terms** ([link](#)) which govern your access to and use of the Website;
  - b. our **Privacy Policy** which sets out how we collect, store and process personal data provided by our users (see [link](#));
  - c. our **Cookie Policy** (see [link](#)); and
  - d. the specific terms and conditions of any agreement that you may enter into with any other User through the Website, whether as lender or borrower (or donor / donee).

## About ShareCredit

3. The Website and the Services are provided by Share Credit Limited (ShareCredit), a limited company incorporated in England and Wales with registered number 09540341 and having its registered office at 18/F, 40 Bank Street, London E14 5NR.
4. ShareCredit will operate the Website and, in accordance with these Platform Terms, allow registered Users to access the Website and to use the functions available. The Website is powered by an electronic platform that facilitates the matching of lenders and borrowers (or donors and donees) on a 'peer-to-peer basis'.
5. Peer-to-peer lending through the Website carries certain risks and it is your responsibility to ensure that you familiarise yourself with and understand the risks involved. You should read our Risk Warnings ([link](#)). **In particular, there is a risk**

**that Borrowers will fail to repay sums due under a Loan Agreement and that a Lender will lose the money it has lent.**

6. Target interest rates displayed on the Website are based upon the rates currently available to Lenders on the Website. The availability of Loans, the profile of the credit risk and future default rates may all affect a target interest rate and past performance does not guarantee future performance. **ShareCredit cannot guarantee that Lenders will achieve an advertised target interest rate.**
7. ShareCredit does not
  - a. provide credit ourselves (but companies in the same group as ShareCredit may do so);
  - b. give investment advice on the merits of taking part in peer-to-peer lending or otherwise; or
  - c. provide legal or tax advice.

### **Regulatory Provisions**

8. ShareCredit is authorised and regulated by the Financial Conduct Authority (**FCA**) under reference number 719635. You can find further details on the Financial Service Register.
9. We endeavour to provide a first-class service to our Users, but we acknowledge that there may be occasions where we fail to meet your expectations. Should you have any complaints regarding our service you should put your concerns in writing to The Compliance Officer, setting out the details of your complaint, to the following address: 18/F, 40 Bank Street, London E14 5NR or through email at [support@sharecredit.co.uk](mailto:support@sharecredit.co.uk).
10. We will investigate and provide a written response. If you don't hear from us within 3 working days, feel free to check-in with us. When we acknowledge receipt of your complaint, we'll assign you a personal complaint handler. We will give you the name and contact details of the complaint handler and clearly set out the next steps. We will always get back to you as soon as we can, but at the very latest you'll have a Final Response within eight weeks of your initial contact. If for any reason we don't think we can meet that deadline, we will contact you to let you know. If you are not happy with the outcome of your complaint you may refer it to the UK Financial Ombudsman Service whose details are available at [www.financial-](http://www.financial-ombudsman.org.uk)

ombudsman.org.uk or by telephoning 0800 023 4567. You may request a copy of our complaints-handling procedure at any time.

11. P2P lending is not covered by the Financial Services Compensation Scheme (FSCS) and you will not be entitled to any compensation if the Platform fails.
12. We have contingency arrangements in place if ShareCredit ceases to trade or becomes insolvent, which include arrangements for the administration of Loans and the maintenance of User Accounts. It is a necessary for the performance of our services that we are able to transfer personal data in relation to Users to the back-up provider in a contingency scenario. Further details about this are set out in our **Privacy Policy**.

### **Creating a User Account**

13. You are free to browse some parts of the Website without creating an account (**User Account**). However, you will need to register for a User Account to:
  - a. make an Offer; and/or
  - b. use any of our Services; and/or
  - c. interact with us or other Users.
14. To create a User Account, you must provide your name, email address and all such other information we may require from time to time and meet the eligibility criteria below.

### **Eligibility Criteria for Individual Users**

15. Individual Users:
  - a. must be 18 years of age or older; and
  - b. must have a bank account in your own name.

### **Eligibility Criteria for Business Users**

16. Business Users:
  - a. must have a bank account in the name of the business;

- b. must have a permanent place of business at a verifiable address; and
  - c. must be validly incorporated or organised under the governing laws of their home jurisdiction.
- 17. A User who, in the course of its business, proposes to enter into any regulated credit agreement as a Lender through the Website must be appropriately authorised to do so.
- 18. Every partner, trustee, member, or equivalent of an unincorporated User will each be jointly and severally liable for the performance of that Users obligations under these Platform Terms and any agreements entered into in the use of the Services.
- 19. Before concluding the creation of a User Account, you must explicitly accept these Platform Terms and our policies by ticking the acceptance boxes when setting up your User Account. If you do not accept our Platform Terms and our policies, you will not be allowed to open a User Account.

### **Eligibility Criteria for Business Borrowers**

- 20. All business Borrowers must:
  - a. Must be trading; and
  - b. have a good credit history with no defaults or judgements against it.
- 21. If you are:
  - a. a limited company or a limited liability partnership; or
  - b. a partnership formed in the UK with more than four partners,

you may apply to borrow any amount up to our maximum loan amount.
- 22. If you are:
  - a. a sole trader; or
  - b. a partnership consisting of three or fewer persons (at least one of whom is an individual); or

- c. an unincorporated association (which means a group of people working together for a common purpose, such as a club or a society), then:
  - i. you must be permanently resident in the UK;
  - ii. you may apply to borrow a sum between £25,001 and our maximum loan amount; and
  - iii. to borrow through us your Loan must be wholly or predominantly for business purposes and must certify to us that this is true.

You must tell us if, at any point before the Loan completes, your ability to meet any of the Borrower Criteria changes.

- 23. If you are an unincorporated Borrower, all partners, trustees or members (or equivalent officers) of your organisation will each be liable to us and to any Lenders jointly and severally. This means that we may require all or any of them to pay the full amount owed to us or any Lenders, not just a proportion.

### **Eligibility Criteria for Individual Borrowers**

- 24. All individual Borrowers must:
  - a. not have or have previously had any County Court Judgement awarded against them or have been declared bankrupt at any time.

### **Corporate Users - Authority to Act**

- 25. If you are acting on behalf of a body corporate you may register for a User Account and in doing so you confirm and warrant to us that:
  - a. you are duly authorised on behalf of the entity to accept these terms and conditions;
  - b. the entity is legally capable of entering into binding contracts in its own capacity and no other authorisation or permission is required to enable you to do so.

## **Agents - Authority to Act**

26. If you are acting as a financial advisor, you may register for a User Account and in doing so you confirm and warrant to us that:
- a. you are duly authorised on behalf of your client to accept these Platform Terms and to give instructions through the Website;
  - b. you have the express authority of your client to enter into binding contracts as agent on behalf of your client and no other authorisation or permission is required to enable you to do so.

## **Our Checks about You**

27. ShareCredit and its duly designated payment institution will perform credit checks, anti-money laundering and sanctions checks, and identification verifications (through third party agencies) on all Users in accordance with their policies in force from time to time. Borrowers shall not be entitled to receive any money until satisfactory anti-money laundering checks have been performed on them and on each Lender.
28. Electronic identity due diligence about you may leave a soft footprint on your credit file that should not affect your credit rating. You hereby consent to us and our service providers carrying out electronic identity due diligence.

## **Passwords**

29. Your password will be created on registration. You are solely responsible for maintaining the security of your password. You must not disclose your password to **any third party.**

## **Registration as a Lender**

30. We will create a Classic Account for each User registering as a Lender. Lenders may also open a ShareCredit IFISA Account. Lenders will be able to view and manage their Classic Account and ShareCredit IFISA Account from within their User Account.
31. Every Lender will be required to fill out a risk understanding questionnaire before creating a User Account. Based on the answers given in this questionnaire, ShareCredit may in its discretion temporarily or permanently prohibit access to the lender tools within ShareCredit.

## Using your User Account

32. Each time you seek to access our Services on the Website, you will be required to login to your User Account. If you use certain Services, you will also be required to provide additional information for the purposes of enabling us to understand your status under the FCA's regulations. It is essential that you provide information that is truthful and accurate.
33. We may reject any registration, close any User Account and withdraw your access to the Website for any reason, immediately and without notice, without giving any reason. We will usually do this if you provide false or incorrect information, establish multiple accounts or do not notify us of important changes to the information that you have already provided but may also do this without giving any reason.
34. If you open and/or maintain a User Account you may have to provide additional information including passport details and proof of your address; if you are a company, details of your constitution and details of the personal information of the person authorised by the company to use our Services will be required.
35. If you believe an unauthorised transaction has occurred on your Account, you must notify ShareCredit as soon as possible or, in any case, no later than 6 months from the date of the transaction.
36. Users who do not notify ShareCredit within this time period shall automatically waive any right that they have had in relation to the disputed transaction.

## Charges

37. All charges on the transfer of funds to or from your bank account shall be borne by you.

## Offer application process

38. After completing the registration process and creating an Account, a User who wishes to create an Offer (a **Borrower**) must provide all information required by ShareCredit. The information required for prospective Loans shall include:
  - a. the product category for the Loan;
  - b. the amount that the Borrower wishes to raise;

- c. the term of the Loan;
  - d. whether the Loan will be guaranteed and if so, details of the guarantor;
  - e. whether the Loan will be secured and if so, details of the security;
  - f. information about all encumbrances affecting the security;
  - g. information about all loans or credit agreements that the Borrower and any guarantor currently has;
  - h. any other information that is required by ShareCredit to enable ShareCredit to permit an Offer to appear on the Website;
39. After the Offer has been submitted by the Borrower to ShareCredit, ShareCredit will review the information provided and, in its sole and absolute discretion, will either decide to permit or to refuse to permit the listing of the Offer on the Website.

#### **Business Loans - Offer Tranching**

40. Provided that the aggregate rate of interest is no greater than that offered to the Borrower, ShareCredit may list any Offer for a business loan as comprising one, or more than one, tranche, which may rank equally or be subject to a ranking as to priority between the tranches. Details of any such tranching will be set out in the relevant page on the Website for the Offer.

#### **Making a Commitment to an Offer**

41. To make a Commitment to an Offer, a Lender must ensure that its Payment Account contains funds at least equal to the amount of the Commitment unless otherwise stated.
42. When a Lender makes a Commitment to an Offer, the Commitment shall be transferred to the relevant Offer Account.
43. If a Lender does not have sufficient unrestricted funds in its Payment Account or transfer the funds to the relevant Offer Account within a limited time according to the instruction, its Commitment shall be deemed to be of no effect.
44. A Lender may make further Commitments to an Offer but cannot withdraw from a Commitment once made.



45. Any third party charges (including without limitation, the fees for transferring into or out of a Payment Account) and transaction fees will be charged to the Lender in addition to any Commitment.

### **ShareCredit as Agent**

46. If you make a Commitment to an Offer that reaches the Target Amount, you irrevocably authorise ShareCredit to act as your agent to enter into any agreement on your behalf relating to the Offer in respect of which you have made a Commitment. A Commitment binds the estate, personal representatives and successors of the person who makes the Commitment.
47. Lenders and Borrowers irrevocably undertake and agree that they shall not at any time give the Offer Accounts holder and/or banks any instructions, or revoke any instructions, in respect of any Offer Account and that, if any such instruction is given or revoked, the Offer Accounts holder and/or banks shall not be required to comply with it.
48. Lenders and Borrowers irrevocably authorise ShareCredit and any director, employee or agent of ShareCredit to give the Offer Accounts banks instructions in respect of Offer Accounts (including, but not limited to, where any monies held in an Offer Account from time to time are to be paid or transferred to);

### **Commencement and Closing of an Offer**

49. If an Offer is listed on the Website, the Offer shall be deemed to start on the date of listing and Lenders may then start making Commitments. By making Commitments, each Lender irrevocably agrees (in the event that the Commitment is accepted by the Borrower as set out herein) to enter into the Loan Agreement, subject to all the terms and conditions of the Offer being satisfied.
50. The Offer shall end on the Offer Closing Date whereupon the Borrower shall, if the Target Amount has been reached, accept some or all of the Commitments made by Lenders. For the avoidance of doubt, nothing in these Platform Terms shall prevent a Borrower from cancelling an Offer at any time prior to the Offer Closing Date.

### **Circumstances when Commitments are Refunded**

51. After a User has made a Commitment, it will be non-refundable unless:
- a. the Offer has passed the Offer Closing Date without achieving its Target Amount;

- b. the Borrower cancels the Offer or rejects the Commitments from the Lender;  
or
- c. ShareCredit cancels the Offer or withdraws it from its Website;

in which case, ShareCredit shall instruct the Offer Accounts banksies to credit each User's Commitment back to their Payment Account.

### **When an Offer is Fully Accepted**

52. If the Offer reaches the Target Amount before the Offer Closing Date and the Borrower accepts the Loan, then:
- a. ShareCredit (on behalf of the Lenders) and the Borrower shall enter into a loan agreement (substantially in the form as set out in the Offer page of the Website incorporating any changes that are required to make the Loan Agreement consistent with the Offer) (the **Loan Agreement**) upon which each Lender shall lend to the Borrower and the Borrower shall borrow the amount set out in each Loan Commitment.
  - b. any Security shall be executed by the relevant parties and delivered to Share Credit Securities before any funds are released;
  - c. the Borrower, if a corporate entity:
    - i. must procure that in respect of secured debt all necessary forms and resolutions are filed at Companies House or such other place at which registration or notification is required to perfect the Security. Share Credit Securities may also make the relevant filings at Companies House and the Borrower hereby expressly authorises Share Credit Securities to make such filings on its behalf should Share Credit Securities wish to do so. Share Credit Securities shall not be liable if the filings are not made at Companies House in accordance with the Companies Act 2006 or such other place at which registration or notification is required to perfect the Security and does not undertake to do so; and
    - ii. the Borrower must provide evidence to ShareCredit Securities that all appropriate filings have been made at Companies House or such other place at which registration or notification is required to protect the security before any funds are released to the Borrower.

## **Repayment of Loans**

53. The Borrower agrees to repay each Loan in accordance with the Loan Agreement.

54. ShareCredit undertakes to (or shall procure that a competent third party shall) take steps to procure and to receive any repayments of the principal amount and/or interest from the Borrower on behalf of the Lenders and to make any payments of principal and/or interest due to the Lenders under the Loan Agreement, subject to any fees or charges that ShareCredit may be entitled.

## **Consequences of Default on Loans**

55. The Borrower acknowledges and agrees that failure to maintain the repayments on the Loan may result in all or any of the following consequences:

- a. the total cost of the debt increasing;
- b. default charges or extra interest being levied against the Borrower;
- c. impaired credit ratings; and/or
- d. legal proceedings and the associated costs of such proceedings being brought against the Borrower.

## **Early Repayment of Loans**

56. The Borrower may if it so chooses, repay all or part) of the Loan to the Lenders (pro rata to their Commitments) at an earlier date than prescribed in the Loan Agreement. If the Borrower elects to pay the whole amount of the Loan back early in addition to repaying the principal amount of the Loan the Borrower must pay a full month's interest for the month in which it repays the entire Loan.

## **Security for Loans**

57. Upon the successful completion of any Offer, all Security capable of registration shall be registered:

- a. in the case of UK companies, at Companies House within time limits prescribed by the Companies Act 2006. Share Credit Securities (or its nominee) may also register the Security at Companies House and the Borrower hereby gives Share Credit Securities (or its nominee) irrevocable consent to file notice of such Security at Companies House. For the

avoidance of doubt, Share Credit Securities (or its nominee) shall not be liable if the Security is not registered at Companies House in accordance with the Companies Act 2006 and all liability shall rest with the Borrower. No funds shall be released to the Borrower until evidence has been provided to Share Credit Securities that all registrations have been effected;

- b. otherwise, as may be required to perfect the Share Credit Securities interest in the Charged Assets.

- 58. If any of the crystallisation events in the Security or under these Platform Terms occur, Share Credit Securities shall have the right, but not the obligation, to sell or assign the Security and/or Charged Assets to a third party at the best price it can reasonably obtain and distribute the proceeds rateably to the Lenders and/or to appoint a receiver provided that it may recover the costs of selling or assigning the Charged Assets out of such proceeds.

#### **Exercise of Lenders' Rights on Default**

- 59. If the Borrower defaults on a Loan, ShareCredit shall exercise or delegate the exercise of the Lenders' rights under the Loan Agreement in such manner as it shall see fit (and such rights shall include the right to appoint third party agents and advisors) and any recovery proceeds arising from the exercise of such rights on trust for the Lenders.
- 60. We may appoint collection agents to act on behalf of the Lenders and ourselves in relation to any Default. If we incur costs in so recovering outstanding sums, and such costs cannot be collected directly from the Borrower or by enforcement of any Security, we are entitled to deduct these costs from any payments received from the Borrower prior to distributing funds to Lenders.
- 61. Lenders acknowledge that we will attempt recovery on Lender's behalf. The Lender will not have any authority to take direct action against a Borrower, or to seek to enforce Security. The Lender irrevocably agrees to rely on the action taken by us on behalf of all Lenders in respect of any particular Loan.
- 62. The Borrower shall not be entitled to transfer any of its rights and obligations under the Loan Agreement.

#### **Appointment of Share Credit Securities**

- 63. Each Lender in relation to any Loan in which such Lender has a Commitment hereby irrevocably agrees to appoint Share Credit Securities as their security

trustee to hold any Security relating to such Loan and any Charged Assets as trustee on behalf of the Lenders participating in such Loan.

64. If it becomes necessary to enforce the Security, Lenders agree that ShareCredit may, on the Lenders behalf, as their agent, instruct Share Credit Securities to enforce the Security with the aim of recovering money equal to the Borrower's liability to the Lenders under each Loan.
65. Each Lender hereby grants to Share Credit Securities the following powers, discretion and authority
  - a. to exclusive right to take such action including without limitation, the exercise of all rights, discretions or powers and enforcement rights (and the granting of consents or releases) given to the Security Trustee under or in connection with the Security documents; and
  - b. to act on the instructions of Share Credit in its capacity as agent for the Lenders.
66. The powers, trusts, authorities and discretions conferred upon Share Credit Securities shall be in addition to any which may from time to time be vested in the Security Trustee by the general law or otherwise.
67. Share Credit Securities will hold the Charged Assets upon trust for itself and for all Lenders who are participants in the Loan advanced to that Borrower. From time to time Share Credit Securities may perform (before or after any enforcement under the terms of the Security) all obligations, rights and benefits given to Share Credit Securities by any all assets security agreement, assignments, legal mortgage and/or chattels mortgage and by any future Security that Share Credit Securities may take in respect of the debt due under the Loan or under any document entered into pursuant to such all assets security agreement, assignments, legal mortgage, chattels mortgage and/or future Security. Share Credit Securities shall have certain powers and discretions conferred upon trustees and may also rely on:
  - a. any representation, notice or document believed by it to be genuine correct and appropriately authorised; and
  - b. any statement made by any director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

68. Where monies recovered are not sufficient to repay all of the Lenders, the net proceeds recovered (after deduction of charges) will be shared between the Lenders on a pro rata basis.

### **Competing Interests**

69. There may be circumstances where Share Credit Securities holds the benefit of the Security for more than one group of Lenders who have advanced monies to a Borrower. By way of example:
- a. an Offer may specify that there is an intention to make a series of Loans to a Borrower and the Security taken for each such Loan will rank *pari passu*. In such circumstances, the Security held from time to time by Share Credit Securities in relation to such Loans shall rank *pari passu*;
  - b. an Offer may that there is an intention to make available to the Borrower a Loan comprising more than one tranche which are regulated by a ranking agreement. In such circumstances, in the event of an enforcement of the Security the proceeds realised will be paid to the Lenders who have Commitments in the tranche with the senior tranche and, once they have been repaid in full, any remaining balance will then be paid to Lenders who have Commitments in the junior tranche.
  - c. a Loan may be advanced to a Borrower with Security being held by Share Credit Securities for such Loan and, at a later date, a further Loan may be advanced to the Borrower with such further Loan ranking behind the original Loan advanced to the Borrower. In such circumstances, in the event of an enforcement of the Security the proceeds realised from the first Loan's Security will be paid to the Lenders who have Commitments in the earlier Loan and, once they have been repaid in full, any remaining balance will then be paid to Lenders who have Commitments in the second Loan.
70. The Security Trustee will as appropriate enter into a declaration of ranking to regulate the priority of the Security it holds for two or more Loans (or tranches within the same Loan) to the same Borrower.

### **Reimbursement of the Security Trustee**

71. Each Lender agrees that the Security Trustee shall be entitled to be paid, out of the proceeds of any recovery under the Security, an amount equal to the reasonable costs (including legal and other professional costs) incurred by the Security Trustee in taking action to pursue repayment of the Loan following an Event of Default.

## **No Independent Power**

72. The Lenders shall not have any independent power to enforce, or have recourse to, any of the Security or to exercise any rights or powers arising under the Security except through us or the Security Trustee.

## **Application of Proceeds**

73. We will prioritise recovered funds as follows:

- a. Payment of unpaid costs of recovery;
- b. Repayment of ShareCredit Fees;
- c. Interest & Principal Overdue. If there exists Senior and Junior debt, first towards discharge of the senior debt. Once the Senior Debt has been fully discharged, in or towards discharge of the Junior Debt;
- d. Any Tariffs charged to borrower;
- e. Scheduled Payments.

## **Lenders Who Wish to Sell Commitments**

74. Each Lender may transfer by way of novation his right, title and interest and all associated rights in any Commitment (or part thereof) in relation to a Loan Agreement to any other Lender (**Transferee**) and each Borrower hereby irrevocably appoints ShareCredit to sign on its behalf any future assignment or novation of any Commitment pursuant to a Loan Agreement. ShareCredit gives no guarantee that a Lender will be able to sell any Loan Commitment.

75. A Lender may list Commitments (and any related rights to any Security) for sale through the Website. Commitments for sale will be listing on the Website for 30 days or such longer period as we may reasonably determine.

76. Transferees may offer to purchase Commitments through the Website. If a Loan Commitment is partially sold, ShareCredit will continue to list the remainder until the Loan Commitment is fully sold or it is removed from the Website.

### **ShareCredit Fees on Offers**

- 77. Borrower are liable to pay an arrangement fee and a monthly service fee equal as specified in your loan documentation.
- 78. ShareCredit reserves the right to modify and/or waive these fees from time to time.

### **Taxation and Interest**

- 79. Where required by law, the Borrower shall deduct any and the proper amount of tax on interest at source and account for this to the relevant tax authority before making a repayment which includes interest and provide Lenders with appropriate certificates of deduction of tax.
- 80. ShareCredit shall provide each Lender with an annual statement showing the amount of income earned in the prior year.
- 81. Lenders acknowledge and agree that it is their responsibility to account for any tax arising from their use of the Services.

### **Disclaimer and Liability**

- 82. Users acknowledge agree and understand that ShareCredit does not provide any advice or recommendations in relation to Offers.
- 83. ShareCredit does not accept any responsibility for any Offer. However, in the event that an Offer is found by ShareCredit to be misleading or unlawful or undesirable before the Offer Closing Date, then ShareCredit shall withdraw the Offer from the Website and release all monies committed to that Offer to the Users who have made Commitments in respect of such Offer.
- 84. In relation to an individual loan, ShareCredit will obtain from the Borrower and credit reference agencies such information as it considers sufficient to enable ShareCredit to make a reasonable assessment of the Borrower's creditworthiness.
- 85. In relation to any other Borrower, ShareCredit's due diligence is limited to confirming that existence and identity of the Borrower. ShareCredit makes no other warranty or representation that the information provided by a Borrower is true, accurate and not misleading.
- 86. ShareCredit is not liable for any default by a Borrower. ShareCredit permitting an Offer to be published on the Website is not and must not be taken as an approval or



an endorsement of or a recommendation of the Offer or of the Borrower or of any part of the Offer. Lenders must exercise their own skill, judgement and their own due diligence before making any Commitment.

87. ShareCredit is not liable for any damages or loss incurred relating to Offers. Both Borrowers and Lenders acknowledge and agree to release ShareCredit, its officers, employees, agents and successors from all and any liability actions proceedings or demands arising out of any Offer which they have made or to which they have made a Commitment.

## **General**

88. Users must not rely on the receipt of funds in relation to any Offer and should wait until receipt before making any financial commitment.
89. ShareCredit reserves the right to extend, cancel, interrupt, suspend or remove a Commitment from a Lender for any reason and at any time without assigning any reason for doing so. ShareCredit shall not be liable for any damages as a result of any action taken under this clause.
90. Nothing in these Platform Terms is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party save as expressly herein set out.

## **Additional Terms Applying to Personal Loans**

91. An offer for a Loan is only valid for a certain period of time and ShareCredit may still withdraw an offer it has given you.
92. We will provide you with information about your Loan and Loan Agreement in advance as part of a pre-contract disclosure. Once a Loan Agreement has been made you will not be allowed to change the terms or withdraw, other than by exercising any statutory rights that are available to you. Therefore, please check the amount, the term of loan (how long you have to repay), the interest rate, the monthly repayments and the fees associated with the Loan.
93. For a limited period after each Loan Agreement is made, you will have a statutory right of withdrawal under the Loan Agreement and you should refer to your Loan Agreement for how you can do this.
94. If you do give us notice to withdraw, you must repay to the Lenders any credit provided to you and any interest accrued up to the date it is repaid.

95. If you miss or think you will miss any repayment you should get in touch with us as soon as possible.
96. We will always follow the required statutory and regulatory process in relation to any arrears and defaults.
97. If you are taking out a Loan to purchase goods or services from a third-party, ShareCredit is not responsible for the state, condition or performance of those goods and services. You will still be obliged to repay a Loan, even if you are unhappy with, lose or damage, goods purchased with a Loan.

### **Additional Terms for Buy-to-Let Loans**

98. Borrowers seeking buy-to-let loans are also subject to the ShareCredit Buy-to-Let Mortgage Conditions and the terms of their mortgage offer.
99. Share Credit Securities has been appointed as agent for ShareCredit to review and approve buy-to-let mortgage applications and to provide to a Borrower a mortgage offer. Share Credit Securities does not provide credit itself.

### **Use of the Website for Donations**

100. Our Services include the provision of the Website to raise donations. Except where noted below, these Platform Terms apply to our donations Service save that Donor shall replace Lender and Donee shall replace Borrower where the context requires.
101. Clauses 10-12, 30, 31 and 53-76 do not apply to the donation Services.

## **II -ADDITIONAL TERMS RELATING TO THE SHARECREDIT IFISA**

### **General**

102. If you apply for the ShareCredit IFISA, these additional terms will apply in relation to your ShareCredit IFISA.
103. We will manage the ShareCredit IFISA as an innovative finance ISA in accordance with the ISA Regulations.
104. The ShareCredit IFISA is only available to those who have an User Account in their sole name and the investments within the ShareCredit IFISA must be and remain

beneficially owned by you. You are not permitted to use the investments within your ShareCredit IFISA as security for a loan.

105. To be eligible to apply for a ShareCredit IFISA:
  - a. you must be 18 years of age or older; and
  - b. you must be a resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or you must be married to, or in a civil partnership with, a person who performs such duties.
106. You must without any delay inform us if you cease to be eligible for the ShareCredit IFISA.
107. The only investments that qualify for an Innovative Finance ISA and which we, as your ISA manager, may hold in an Innovative Finance ISA for you are peer-to-peer loans and cash.

### **Opening a ShareCredit IFISA**

108. You can only pay into one Innovative Finance ISA (and one each of a cash ISA and a stocks and shares ISA) for each tax year (beginning on 6 April and ending on the following 5 April). Unless you transfer in an existing ISA, you may not open more than one innovative finance ISA for the tax year in which you open your ShareCredit IFISA.
109. Your application for a ShareCredit IFISA must be made electronically on the Platform. All applications are subject to acceptance by ShareCredit and we may require that you provide us with additional information for the purposes of opening the ShareCredit IFISA.
110. Any application covers the current tax year and successive tax years in which you make subscriptions. If you fail to make any subscription in the tax year in which you make an application, your initial application will remain valid for a subscription in the next tax year. If you otherwise fail to make any subscription in any tax year, we will require you to complete a further application before you can resume subscriptions in following tax years.

### **Contributing to a ShareCredit IFISA**

111. There are limits on the amounts that you can subscribe or invest in an Innovative Finance ISA in each tax year. The maximum you can subscribe in the 2020/2021 tax year is £20,000. We shall have no responsibility to monitor your compliance with any limits or restrictions, except where obliged to do so by the ISA Regulations, the FCA Rules, or applicable law.
112. If you try to make a subscription which would exceed the maximum permitted for the relevant tax year, we will be entitled to pay any excess to your Classic Account pending your instructions and such funds will not form part of your ShareCredit IFISA.
113. We do not accept “additional permitted subscriptions” as such term is referred to in the ISA Regulations.

### **Transferring an Existing ISA into a ShareCredit IFISA**

114. We may accept a transfer from an existing ISA manager in cash only (subject to the ISA Regulations) though we will not be obliged to do so. If you wish to make a transfer into your ShareCredit IFISA, you should complete the relevant transfer authority in writing using such form as we may provide from time to time.
115. We are currently unable to accept a transfer-in other than electronic bank transfers. We reserve the right to reject any application for a ShareCredit IFISA resulting in a subscription by way of cash or cheque.
116. The transfer process will begin on the date of the transfer authority or the date you stipulate for us to begin the transfer process, whichever is later. We will send your request for the transfer of money in your existing ISA to your existing ISA manager, together with confirmation that we will accept the ISA transfer, within five business Days of receiving your instructions.
117. We do not charge you for arranging a transfer of an ISA, but your existing ISA manager may charge you for the transfer.
118. If you transfer more than one ISA from previous tax years to us, we will aggregate these and you will not be able to distinguish between your previous tax years’ holdings.

## **Taking Money Out of the ShareCredit IFISA**

119. You may instruct us to make a withdrawal of cash held within your ShareCredit IFISA.
120. The withdrawal must consist of the cash initially subscribed or invested, or the income or interest received in respect to your Loan Parts or the sale proceeds of your Loan Parts.
121. You have no withdrawal rights in relation to non-cash investments (i.e. Loans).
122. The ShareCredit IFISA is a flexible account as defined in the ISA Regulations. This means that you can replace, in whole or in part, cash you have withdrawn, without the replacement counting towards your subscription limit for a tax year. The rules on flexible accounts are complex and you should take independent advice or consult the HMRC helpline if you are in any doubt as to the extent to which you can withdraw and replace funds across different ISA's. You should note that under the ISA Regulations in relation to flexible accounts:
  - a. withdrawals are deemed to be firstly of Subscriptions for the current tax year and secondly of Subscriptions for preceding tax years: and
  - b. replacements are deemed to be firstly of Subscriptions for previous tax years and secondly of Subscriptions for the current tax year.

## **Transferring Your ShareCredit IFISA to Another ISA manager**

123. You may transfer
  - a. all, but not part only, of the subscribed cash in your ShareCredit IFISA in the current tax year and any related income; and
  - b. all or part of any cash in your ShareCredit IFISA from previous tax years,to another ISA manager in accordance with the ISA Regulations and these Terms.
124. You have no right to transfer non-cash investments (i.e. Loans).
125. You will need to contact the other ISA manager to arrange a transfer and you can choose the date funds are transferred, subject to us being allowed a reasonable period to implement that transfer. That reasonable period shall not exceed 30 days and shall be consistent with the requirements of the ISA Regulations.

## Transfers between ShareCredit Accounts

126. You may transfer cash from your Classic Account into your ShareCredit IFISA account (subject to the subscription limits), but you cannot transfer in existing Commitments or any rights in relation to them. Only Commitments acquired after your application is accepted can be held in your ShareCredit IFISA.

## Closing a ShareCredit IFISA

127. You may close your ShareCredit IFISA at any time by giving us written notice by email or post.
128. We may also close your ISA where, in our entire discretion, it is necessary to do so including upon termination of your account. We will give you not less than 30 days' notice in writing of the intended closure of your ShareCredit IFISA if we reasonably consider that it is in breach of the ISA Regulations. In these circumstances, you may lose some or all of your tax exemption and we will be obliged to make a report to HMRC.
129. We will close your ShareCredit IFISA upon our receipt of written notice of your death. The tax benefits of your Innovative Finance ISA cease on your death and future interest payments will not be exempt from tax. We may require a grant of probate or letters of administration before releasing any monies in your account to your executors.
130. Where we are notified of your bankruptcy, we will take action to close your ShareCredit IFISA with effect from the date that the trustee in bankruptcy's appointment takes place.
131. If your ShareCredit IFISA is closed, we will (as we reasonably consider appropriate in the circumstances) transfer any cash or Commitments to a Classic Account. **Commitments are illiquid by their nature and there may be no active market for their sale. We will take reasonable steps to encash your Commitments within a 30-day period, but the realisation value is likely to be less than the amount you initially subscribed or invested.**
132. In closing your ShareCredit IFISA, we may deduct any sums due to us including any amount we reasonably consider to be due under Term 137.
133. Except for set out in relation to your cancellation rights, if you made Subscriptions to your ShareCredit IFISA during a tax year and then close the account (other than by transferring the money in your account to another ISA manager) you will not be

able open another Innovative Finance ISA with another ISA manager in the same tax year.

## **Errors**

134. If the conditions as to eligibility or subscriptions set out in the ISA Regulations are not complied with, your ShareCredit IFISA may be invalid.
135. Where there is an error on our part we will use our reasonable endeavours to repair the defect, if it is possible to do so. If the error is attributable to an error on your part we may, in our discretion, take action to repair the defect. In either case, if we are unable to repair your ShareCredit IFISA it will be closed with the loss of all tax exemptions (this is called voiding). We will notify you if your account has, or will, become void because of a failure to satisfy the provisions of the ISA Regulations.
136. If your ShareCredit IFISA is subject to repair, or it becomes void, you should be aware that there may be additional tax to pay and that any income will count towards your personal savings allowance.
137. You will reimburse to us any costs and charges that we may incur should you fail to comply with the conditions as to eligibility or subscriptions set out in the ISA Regulations.

## **Delegation**

138. We are entitled to delegate our functions and responsibilities but will only do so if we are satisfied that the person to whom we delegate such functions and responsibilities is competent to carry them out.
139. We will not be liable for the negligence or misconduct of such delegate provided always that we do not exclude or restrict liability owed to you by us under the ISA Regulations.

## **III -Definitions and Interpretation**

140. The definitions set out in the Website Terms shall also apply to these Debt Terms.

In these Debt Terms the following terms shall have the following meanings:

**Charged Assets:** all assets listed in the Security that are secured against the Loan.

**Classic Account:** the account created on the Website for each Lender to acquire and sell Commitments.

**Commitment:** the amount lent (or donated) by a Lender (or donor) or which a Lender agrees to Lend (or a donor agrees to donate) in respect of an Offer, subject only to the Target Amount specified on the Website in relation to that Offer being met by the Offer Closing Date (if applicable).

**FCA: means the Financial Conduct Authority.**

**Interest Rate:** the gross interest rate per annum applying to a Loan.

**ISA Regulations:** the Individual Savings Account Regulations 1998, as amended from time to time.

**Lender:** any User that registered as a lender and, where the context requires, User who make a Commitment in respect of a Loan.

**Loan Agreement:** means that loan agreement to be entered into in the as set out in such other as may be specified on the Offer page of the Website or as required to make the Loan Agreement consistent with the Offer.

**Loan:** the aggregate of the total Commitments.

**Offer Account:** a blocked holding account operated by ShareCredit and banks for the Borrower pending completion of an Offer.

**Offer Closing Date:** the date set by which the Offer must reach the Target Amount specified on the Website. We may extend this date at our discretion.

**Offer Start Date:** the date from which a User can make a Commitment in respect of an Offer.

**Security:** the security document or documents (including but not limited to fixed charges, floating charges, mortgages, guarantees, and indemnities) entered into by the Borrower and Share Credit Securities (as agent for each of the Lenders) as security for the Loan.

**Share Credit Securities:** Share Credit Securities Limited a company incorporated in England and Wales Company No. 09579665 having its registered office at 18/F, 40 Bank Street, London E14 5NR.



**ShareCredit Fees:** the fees payable to ShareCredit as detailed in the specific terms and conditions that apply to the Services being used and/or on the fees page of the Website as updated from time to time.

**ShareCredit IFISA Account:** an account managed by ShareCredit as an Innovative Finance Individual Savings Account in accordance with these Platform Terms, the ISA Regulations and HMRC Guidance.

**Target Amount:** the minimum aggregate amount in value of Commitments needed for the Offer to be completed (if applicable). This amount will be set out in each Offer.

**User:** any person or company (whether incorporated or unincorporated) who registers to use the Website and/or its Services.