

OnStep Homes Lender Terms and Conditions – Nov 2019

1. Introduction

- 1.1. Our agreement with you is set out in these terms and conditions (the "**Terms and Conditions**") documenting the terms on which we will provide services to you as a Lender. If you wish to use the Website and become a Lender you must enter into and comply with the Terms and Conditions.
- 1.2. References in the Terms and Conditions to "**we**", "**us**", "**our**" and "**OnStep**" means Open Access Finance Ltd. References to "**systems**", or "**platform**" means the OnStep website (<https://onstep.co>), any other online services provided by us and any data managed by, displayed on or transmitted from such services (together, the "**Website**").
- 1.3. OnStep is a trading name of Open Access Finance Ltd, a private company limited by shares registered in England and Wales with registered number 08778211, whose registered office is at 27 Clements Lane, London, EC4N 7AE, which is authorised and regulated by the Financial Conduct Authority (under firm reference number 663780) with permission to operate an electronic platform in relation to lending ("**Open Access**").
- 1.4. References in the Terms and Conditions to "**you**", "**your**" and "**Lender**" mean a registered user of the Website, whether as an individual or on behalf of an entity which meets the criteria of Lender set out below.
- 1.5. Capitalised terms used in the Terms and Conditions (to the extent not defined elsewhere in the Terms and Conditions) are defined in clause 5 (*Definitions*) below.
- 1.6. By using these systems and the services provided via the Website, you confirm that you have read, understood and agreed to the Terms and Conditions and where you are acting on behalf of a limited company, limited liability partnership, partnership or public body (a "**Corporate Entity**") that they agree to the Terms and Conditions. If you do not agree to the Terms and Conditions you must stop using the Website immediately.

2. Lending Structure

- 2.1. When you, as a Lender on the platform, advance funds in accordance with the terms and conditions of a Mortgage Loan, you, along with other Lenders on the platform, will be funding the Borrower to either refinance an existing Property it owns or purchase a new Property.
- 2.2. Each loan agreement between a Lender and Borrower comprises one of our three standard loan agreements: (a) a Fixed Mortgage Loan Agreement; (c) a Standard Equity Loan Agreement; or (c) a Zero-Coupon Equity Loan Agreement, all of which are available to view on the Website.
- 2.3. Each loan agreement between a Lender and Borrower is entered into by OnStep acting in its capacity as agent for that Lender, and each Lender appoints OnStep to act as agent to enter the Lender into each such loan agreement, and to assign the Lender's rights thereunder, as well as to exercise all other incidental rights, powers, authorities and discretions on the Lender's behalf.
- 2.4. There will generally be more than one Lender and Mortgage Loan in respect of each Borrower. The Mortgage Loan Agreement is a separate agreement between you and

the Borrower and is governed by separate terms and conditions contained therein. If there is a conflict between the Terms and Conditions and the Mortgage Loan Agreement, the Mortgage Loan Agreement will prevail.

- 2.5. The Borrower, a private company limited by shares, is incorporated (or will be incorporated, as the context may dictate) specifically with the express purpose of purchasing a Property and renting it out on a commercial basis. It will not purchase or own any other property or have any other business. Although the Borrower will be the sole registered owner of the Property, the purchase is (or will be, as the context may dictate) will be fully financed by lenders on the platform through a combination of Fixed Mortgage Loans and Equity Mortgage Loans such that the Borrower will have no residual economic exposure to the increase or decrease of the value of the Property.
- 2.6. When the Mortgage Loan completes, you will have the right to receive payments from the Borrower and the right to recoveries following enforcement of the Mortgage Security in proportionate amounts to your Mortgage Loan Portion. The Mortgage Security will be held on trust by the Security Trustee.
- 2.7. The Mortgage Loan is secured on the Property pursuant to the Mortgage Deed. If the Borrower fails to repay the Mortgage Loan, the Security Trustee (acting on instruction of the Lenders) can seek to recover any outstanding amounts owed by the Borrower by taking possession of the Property and enforcing the Mortgage Security. The proceeds of enforcement of the Mortgage Security will be distributed to the Lenders, following the payment of all fees due to the Administrative Parties.
- 2.8. Each of the Lenders appoint Open Access as Mortgage Servicer to administer the Mortgage Loans, which shall include performing the services set out in clause 10 (Mortgage Services).
- 2.9. We do not participate in the funding of Mortgage Loans and are not a Lender for the purpose of any Mortgage Loan. Furthermore, we do not assume any of the Lender's rights (by assignment, novation or operation of law), or receive any form of credit (as defined in the FCA Rules) under any Mortgage Loan or Mortgage Security.

3. Borrower's Relationship with OnStep

- 3.1. The Borrower is incorporated specifically for the purposes of owning a single property. It may be a connected or a related party to OnStep and may share some management resources with OnStep.
- 3.2. To manage any conflict of interest between OnStep, the Borrower and Lenders:
 - 3.2.1. the Borrower will have no residual economic exposure to the increase or decrease of the value of the Property, as per clause 2.5;
 - 3.2.2. we will not make any changes to any Mortgage Loan Agreements without the prior knowledge and written approval of the Lenders, unless we reasonably believe that do so would be in the best interest of the Lenders; and
 - 3.2.3. we acknowledge in clause 18.1 that our primary obligation is to protect the interests of Lenders and this will generally prevail over our obligations to the Borrower.

4. Borrower's Relationship with Tenant Lender

- 4.1. When purchasing a new Property, the Borrower will complete the purchase only if: (a) it has a confirmed tenancy agreement with a Tenant Lender for the term of all relevant Mortgage Loans such that the rental payments exceed the interest due on all such Mortgage Loans; and (b) the Tenant Lender has committed to fund a Zero-Coupon Equity Loan, covering at least 3% of the purchase price of the Property.
- 4.2. The Borrower may allow the Tenant Lender to terminate the rental agreement early, either in accordance with the terms and conditions of the rental agreement or at its discretion, so long as it makes alternate provisions to repay the interest due to Lenders on all relevant Mortgage Loans.
- 4.3. For avoidance of doubt, when refinancing an existing Property that the Borrower already owns, the Borrower may not seek to have a rental agreement with a Tenant Lender.

5.

5.1. Definitions

Administrative Parties	the Security Trustee; Open Access; the Mortgage Servicer; the platform and any delegate of any such party;
Appointee	any one or more persons appointed by the Security Trustee as agent, attorney, custodian, delegate, receiver or other person lawfully appointed by the Security Trustee;
Autolend	a tool available through the Website that allows you to give instructions to us as your agent, to automatically commit funds to Mortgage Loans on your behalf;
Borrower	a Corporate Entity that has applied to take out a Mortgage Loan or has taken out a Mortgage Loan, as the context dictates;
Client Account	the segregated client account with Barclays Bank plc;
Consumer	a Lender that is either (i) an individual, (ii) a partnership consisting of two or three persons where at least one person is not an incorporated entity; or (iii) an unincorporated body of persons that is not a partnership and where at least one such person is not an incorporated entity;
Corporate Entity	a limited company, limited liability partnership, partnership or public body;
Enforcement Procedures	the exercise by the Mortgage Servicer on behalf of the Lenders (or the Security Trustee as applicable) of the rights and remedies of the Lenders (or the Security Trustee as applicable) against a Borrower or in relation to the security for the Borrower's obligations arising from any default by the Borrower under or in connection with the respective Mortgage Loan or Mortgage Security;

Equity Mortgage Loan	a loan facilitated by us and made to a Borrower by a Lender where the capital sum repayable is calculated as a proportion of the value of the property at the time of repayment, and in return for which the Borrower has granted a second-ranking legal Mortgage over the Property securing all capital and interest, fees, charges and other amounts from time to time owed by Borrowers under or in relation to such mortgage loans;
Equity Mortgage Loan Agreement	means any agreement in relation to an Equity Mortgage Loan between a Lender and a Borrower;
Fixed Mortgage Loan	a Mortgage Loan facilitated by us and made to a Borrower by a Lender where the capital sum repayable is fixed at the start, and in return for which the Borrower has granted a first-ranking legal Mortgage over the Property securing all capital and interest, fees, charges and other amounts from time to time owed by Borrowers under or in relation to such mortgage loans;
Fixed Mortgage Loan Agreement	means any agreement in relation to a Fixed Mortgage Loan between a Lender and a Borrower;
Lender	an individual or entity who has made a commitment to fund or has funded a Mortgage Loan and is identified by a Lender Reference Number in respect of that Mortgage Loan, as the context dictates;
Lender Reference Number	means the unique reference identifier allocated to a Lender by the platform;
Lender Representative	the named individual or individuals that the Lender has, from time to time, authorised to deal with us and execute all documentation required to commit the Lender to Mortgage Loans under the Terms and Conditions;
Mortgage	means, in England or Wales, a charge over freehold or leasehold residential property to secure a Mortgage Loan;
Mortgage Conditions	means, in respect of a Mortgage Loan, the terms and conditions regulating the same;
Mortgage Loan	means a Fixed Mortgage Loan or an Equity Mortgage Loan, as the context may dictate;
Mortgage Loan Agreement	means, a Fixed Mortgage Loan Agreement or an Equity Mortgage Loan Agreement, as the context may dictate;
Mortgage Loan Portion	means, the portion of a Mortgage Loan funded by a Lender;
Mortgage Security	means, in relation to each Mortgage Loan, all charges and securities by way of legal mortgage (and any other collateral security therefor, including, without limitation, any

guarantee, any insurance policies in respect of which the interest of the Lenders may be given effect to and any other assignment, assignation, notification or deposit which may be effected in connection with the securing of the relevant Mortgage Loan together with any documentation incidental to the protection of the Lenders and any documents affecting the ability of the Lenders to realise the value of the property charged to it to which the Lenders shall become beneficially entitled);

Mortgage Servicer	Open Access;
Mortgage Services	means the mortgage administration services provided by the Mortgage Servicer as set out in clause 10;
Nominated Account	A UK bank account or such other account as we may accept, held in your name, from which you wish to make or receive payments, to or from us;
OnStep Account	your online account with us;
Property	a freehold or leasehold residential property located in England or Wales upon which the obligations of a Borrower are secured;
Prudent Mortgage Lender	when used to refer to any person acting as or in accordance with the standards of a "Prudent Mortgage Lender", means the standards of lending and underwriting that would be expected of a reasonable and prudent mortgage lender underwriting loans similar to the Mortgage Loans;
Security Trustee	such person as we may appoint from time to time to take and to hold the Mortgage Security in accordance with the the Terms and Conditions;
Standard Equity Loan	an Equity Mortgage Loan that is not a Zero-Coupon Equity Loan;
Standard Equity Loan Agreement	means any agreement in relation to a Standard Equity Loan between a Lender and a Borrower;
Standard Mortgage Loan	means a Fixed-Mortgage Loan or a Standard Equity Loan, but excluding a Zero-Coupon Equity Loan;
Terms and Conditions	these terms and conditions;
Tenant Lender	a Lender who has made a commitment to fund or has funded a Zero-Coupon Equity Loan and has also agreed with the Borrower to rent the Property (subject to purchase being completed if the Borrower does not already own the property);

Website	www.onstep.co and any other online services provided by us and any data managed by, displayed on or transmitted from such services;
Zero-Coupon Equity Loan	an Equity Mortgage Loan where no interest is payable for the term of the mortgage loan;
Zero-Coupon Equity Loan Agreement	means any agreement in relation to a Zero-Coupon Equity Loan between a Lender and a Borrower.

- 5.2. A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 5.3. Words in the singular include the plural and vice versa.
- 5.4. Use of any gender includes other genders.
- 5.5. Headings are for reference only and shall not affect the interpretation of the Terms and Conditions.
- 5.6. A reference to a statute or statutory provision or any provision of FCA Rules is a reference to it as amended, extended or re-enacted from time to time.
- 5.7. A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 5.8. A reference to any agreement or document is a reference such agreement or document as varied, superseded or novated from time to time.
- 5.9. Terms defined in FCA Rules which are used in but not otherwise defined in the Terms and Conditions shall have the meaning set out in the Glossary of FCA Rules.
- 5.10. A reference to writing or written includes e-mail or other similar electronic communication, unless specifically stated otherwise in the Terms and Conditions.

6. Registration as a Lender

- 6.1. Before you are able to start lending on the Website, we will require you first to register with us to create your online account (your OnStep Account).
- 6.2. If you are an individual, you must provide accurate registration information, including your correct name, date of birth, e-mail address and current home address. You should inform us promptly of any changes to such information. Our use of your personal information is subject to the terms of our privacy policy, which is available on the Website.
- 6.3. If you are acting on behalf of a Corporate Entity, you must provide accurate registration information, including your full name, registration number, registered office in country of incorporation and business address. Additionally, for private / unlisted companies, you will need to provide names of all directors (or equivalent management), names of individuals who own or control over 25% of the Corporate Entity's shares or voting rights and the names of any individual(s) who otherwise exercise control over the management of the company. You will be required to provide a board resolution or similar form of

evidence of authority (in a form that is satisfactory to us), confirming the authority of each Lender Representative to bind the Corporate Entity in relation to all matters connected with the entry into Mortgage Loans on behalf of it as assignee. The correct name, date of birth and e-mail address of each Representative must also be provided. You should inform us promptly of any changes to such information. Our use of data pertaining to individuals within your organisation is subject to the terms of our privacy policy, which is available on the Website.

- 6.4.** You will also be required to provide us with the sort code and account number of a UK bank account or such other account as we may accept, held in your name, from which you wish to make or receive payments, to or from us (the Nominated Account).
- 6.5.** By providing us with any personal information, you authorise us, at any time, to use any means that we consider necessary to verify your identity with any third party providers of information, including credit reference agencies.
- 6.6.** You warrant to us that all information provided to us in the course of the registration and lending process is true and accurate in all respects. You will update us as soon as possible if any of the information you provide to us changes.
- 6.7.** You may not register more than once on the platform, unless any subsequent registration is in the form of a joint account with another person, or is the corporate or trust account of a different entity (for which you are an authorised operator or controller).
- 6.8.** Once you are registered on the Website and have applied to become a Lender, we may carry out identity and fraud checks on you as the proprietor, member or director, your business and other members, or directors of the business. We use our own internal guidelines and policies when assessing applications and we have sole discretion as to whether to allow you to be a Lender on the Website.
- 6.9.** If you satisfy our identity and fraud checks and we accept your application to become a Lender, we will notify you and you will be able to transfer money into your OnStep Account and begin investing in Mortgage Loans through the Website.
- 6.10.** There are no fees payable to set up an OnStep Account.
- 6.11.** Within the registration process, you will be required to choose a username and a password, and provide a valid email address.
- 6.12.** You agree to keep your username and password strictly confidential, and provide them only to us and only when requested. You are responsible for any misuse of your OnStep Account details.
- 6.13.** We are entitled to assume that all correspondence, orders, transfers and instructions made by reference to your username and password are made by you and with your authorisation. You agree to inform us at once by e-mail or telephone if you believe that any of your OnStep Account information is being misused by anyone.
- 6.14.** We may suspend your OnStep Account immediately if we believe it is being misused. In such circumstances we will contact you as soon as possible in order to resolve the issue.

7. Our Role

- 7.1.** Our role is to:
- 7.1.1. operate and maintain the Website;
 - 7.1.2. facilitate your entry into your chosen Mortgage Loans and also on the secondary market; and provide the Services in our role as Mortgage Servicer.
- 7.2.** Save as set out in clause 10 (*Mortgage Services*) and as set out in clause 9.5 (*Autolend*), we will not perform any management functions (discretionary or otherwise) on your behalf. You will retain complete control and discretion over whether or not to invest in a Mortgage Loan and over all other aspects of your participation on the Website.
- 7.3.** We shall hold your money, including your lending commitments and interest and capital payments received from Borrowers in our Client Account prior to being returned to you. Your money in the Client Account shall be pooled with the money of other Lenders and Borrowers and you may suffer a loss in the event of the insolvency of, or a default by, the bank with whom we hold the Client Account. Any interest accrued in the Client Account and attributable to the money we hold for you in our Client Account will be paid to your Nominated Account.

8. Eligibility and Representations

- 8.1.** You agree and acknowledge that:
- 8.1.1. Each Representative has been duly authorised to bind you as Lender in your dealings with us, is 18 years of age or over and is capable of taking responsibility for their own actions and for your actions as Lender.
 - 8.1.2. Your Nominated Account must be a bank account held in your name with a UK bank, or such other institution as we may accept.
 - 8.1.3. You are not, and will not carry out the activities of a credit broker.
 - 8.1.4. You will not allow any other person, other than your Representative, to trade on your OnStep Account.
 - 8.1.5. You understand that if a Borrower defaults on a Mortgage Loan, your capital and any principal or interest (or both) due under the Mortgage Loan Agreement may not be paid and you may lose money as a result.
 - 8.1.6. You agree it is your responsibility to account for any tax that may be payable to the appropriate authorities as a result of lending money through the Website, including on any interest you earn.
- 8.2.** The representations and acknowledgements set out in clause 8.1 are deemed to be repeated on each day that you have committed funds to a Mortgage Loan and you undertake not to take or permit any action to be taken that may cause such representations and warranties to be untrue or inaccurate.
- 8.3.** If at any time whilst you are a Lender, any of the above representations and acknowledgements are no longer true or accurate by reference to the facts then existing, you should contact us as soon as possible.

- 8.4.** We may terminate your OnStep Account and/or prevent you from applying to make any further contribution into Mortgage Loans at any time and in our sole discretion, including but not limited to, where:
- 8.4.1. you breach the Terms and Conditions, provided that it is not capable of remedy and if it is capable of remedy, you do not do so within 7 days of notification;
 - 8.4.2. we suspect that you have committed fraud, been involved in money laundering or other criminal activities or have used the Website for any such purposes;
 - 8.4.3. you send or use any material on the Website 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; or
 - 8.4.4. there is no activity in relation to your OnStep Account within a 12 month period.
- 8.5.** We may suspend your OnStep Account and attempt to assign your beneficial interest to a Mortgage Loan and Mortgage Security to alternative Lenders:
- 8.5.1. 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
 - 8.5.2. upon your written request and subject to our consent, which consent shall not be unreasonably withheld; or
 - 8.5.3. upon giving you at least 30 days' written notice for any other objective reason.

9. The Lending Process

9.1. Adding or Withdrawing Funds

- 9.1.1. When you log in to your OnStep Account, you will be able to see details of your account balances, representing money we hold for you pending distribution to a Borrower and/or pending your instructions to pay out to your Nominated Account.
- 9.1.2. You can transfer money into your OnStep Account by bank transfer or by debit card if the Website allows. It is important that you quote your OnStep Account number in the narrative box if you transfer money using a bank transfer. In the case of transfers by debit cards (if allowed), a transfer will be deemed to be complete as soon as funds are credited to your OnStep Account.
- 9.1.3. As soon as we receive and allocate funds to your OnStep Account you can start lending. There are no charges for adding or withdrawing funds from your OnStep Account.
- 9.1.4. You may withdraw any funds held in your OnStep Account in part or in full at any time, provided that you have not committed these funds towards any new Mortgage Loans. We will only be able to make repayments requested by you into your Nominated Account. Withdrawal requests will be dealt with within one business day.

9.2. Lending Money on Standard Mortgage Loans

- 9.2.1. There are two ways to lend money through the Website on Standard Mortgage Loans:
 - 9.2.1.1. Individual selection: Search for Standard Mortgage Loans that are listed on the Website, select the Property that you wish to lend against and the amount you want to lend.
 - 9.2.1.2. Automatic selection: Authorise us to act as your agent to automatically enter you into Standard Mortgage Loans that meet your criteria, by using Autolend. Refer to clauses 9.5 below for more details on Autolend.
- 9.2.2. You can use a mixture of the above ways to lend money on through the Website on Standard Mortgage Loans.

9.3. Lending Money on Zero-Coupon Equity Loans

- 9.3.1. You can only lend money through the Website on Zero-Coupon Equity Loans, if you have been invited to do so. You will only be invited to fund a Zero-Coupon Equity Loan if you are a relevant Tenant Lender.
- 9.3.2. Your invitation to fund a Zero-Coupon Equity Loan will only be valid for the relevant Property and will not extend to any other Property.
- 9.3.3. There is no provision to Autolend on Zero-Coupon Equity Loans.
- 9.3.4. If you have been invited to fund a Zero-Coupon Equity Loan, your relationship to the Borrower as a tenant will be disclosed to all other Lenders on the platform. Once you have funded or committed to fund a Zero-Coupon Equity Loan, the amount of the loan will also be disclosed to all other Lenders on the platform.

9.4. Lending on new Mortgage Loans

- 9.4.1. Once you have paid funds into your OnStep Account and selected the available Mortgage Loans on the Website that you would like to participate in, you can stipulate how much you wish to lend. Once you have provided your requirements, you authorise us to commit such funds to make the Mortgage Loan and to execute the Mortgage Loan Agreement, which we will do when the Borrower's borrowing requirements have been fulfilled by Lenders on the platform and the Borrower has satisfied all borrowing conditions and is ready to drawdown on the Mortgage Loans.
- 9.4.2. Once you have made an offer to lend, your money will be committed and you will not be able to access it unless the relevant Mortgage Loan does not complete.
- 9.4.3. If the total Mortgage Loan commitment (aggregate of all Mortgage Loan Portions made by each Lender) exceeds the funding requirement to purchase or refinance the Property (for example, because the purchase price was reduced after listing on the Website), the total requirements for Fixed Mortgage Loan and Standard Equity Loan on the Property, will be allocated pro rata to all Lenders who agreed to commit funds to that specific type of Mortgage Loan. For avoidance of doubt, the commitment on Zero-Coupon Equity Loan will not be reduced automatically, but we may do so at our discretion.

- 9.4.4. A Mortgage Loan may not complete because a Borrower does not take up the offer (for example, because the Borrower decides that the property is not a suitable investment); if the Borrower's fund-raising target is not met; or if we determine that the Mortgage Loan cannot complete for any legal or commercial reason (for example, because the property may not be adequate security).
- 9.4.5. Once the Borrower accepts the Mortgage Loan offer, and on completion of all the conditions stipulated in that offer your money is transferred from your OnStep Account to fund the Mortgage Loan.
- 9.4.6. Until the Borrower draws down on the full amount of the Mortgage Loan made available, no amounts of interest will be earned by you or paid to you on monies in your OnStep Account.
- 9.4.7. All notices and communications from a Borrower will be sent to us acting as your agent.
- 9.4.8. Each term of Mortgage Loan will be for the period specified in the Mortgage Loan Agreement applying to it and subject to any right of the Borrower to repay it early. We will notify you if a Mortgage Loan is repaid early.

9.5. Autolend on Standard Mortgage Loans

- 9.5.1. With Autolend, you can select the maximum amount you want to contribute to any particular Fixed Mortgage Loan and/or any particular Standard Equity Loan. We will not execute Autolend instructions where the terms of the Mortgage Loan Agreement differ materially from the standard Mortgage Loan Agreement that is available to download on the Website.
- 9.5.2. The interest rates that you will receive when you lend through Autolend, will be the prevailing interest rate earned by Lenders as advertised on the Website at that time. If we reduce the applicable interest rates any time after you have set your Autolend criteria, we will suspend automatic lending on your behalf until you have reconfirmed your Autolend criteria. We will write to you by email informing of the change in interest rates and seeking reconfirmation of the automatic lending criteria. If interest rates increase, we will notify you by email, but we will not seek your consent to make new Mortgage Loans at the increased rate.
- 9.5.3. You can choose to change your Autolend criteria at any time in respect of money that has not already been committed to Mortgage Loans.
- 9.5.4. We will commit your money to Mortgage Loans made on the terms of the relevant Mortgage Loan Agreement. The Mortgage Loan Agreement may be amended from time to time and any changes will be notified to you accordingly.
- 9.5.5. The contractual term of the Mortgage Loans and the final repayment date will be provided to you via the Website. For all Mortgage Loans, you will receive details of the designation, amount, interest rate, capital repayment as a proportion of the market value for the Property (for Equity Mortgage Loans) and term of each Mortgage Loan (which shall be subject to our standard Mortgage Loan Agreement for the relevant Mortgage Loan).
- 9.5.6. Subject to clause 13.2, you acknowledge that you will not be permitted to withdraw from a Mortgage Loan once your funds have been committed.

9.6. Lending on existing Mortgage Loans

- 9.6.1. You may request to lend in respect of a Standard Mortgage Loan that has already been fully funded and advanced to a Borrower and this can be achieved on the secondary market operated by the platform. The secondary market serves to provide a platform where existing Lenders can offer to sell their current Mortgage Loan Portions of Standard Mortgage Loans at a market value of their preference and new Lenders can offer to buy the existing Lender's Mortgage Loan Portions of Standard Mortgage Loans.
- 9.6.2. You may also request to lend in respect of a Zero-Coupon Equity Loan, if with our permission, you are replacing a Tenant Lender, who wishes to terminate his tenancy agreement with the Borrower early and the Borrower agrees to the request, subject to you becoming the new Tenant Lender. The value at which the transaction will take place will be agreed mutually between you and the Tenant Lender.
- 9.6.3. If there is a matching buy and sell order for a Mortgage Loan Portion of an existing Standard Mortgage Loan, or an agreement on purchase price for part or whole of the Zero-Coupon Equity Loan, the transfer of that Mortgage Loan Portion of a Mortgage Loan from the existing Lender to you will be effected by the platform by way of novation.
- 9.6.4. In buying a Mortgage Loan Portion on the platform, you agree a contract, as provided in the transfer certificate in Schedule 2 to the Mortgage Loan Agreement, to release the existing Lender from the Mortgage Loan and novate the Mortgage Loan Agreement to you (the “**Transfer Contract**”).
- 9.6.5. On the day the Transfer Contract is entered into, the existing Lender and the Borrower shall be released from further rights and obligations to each other under the relevant Mortgage Loan Agreement in respect of that Mortgage Loan and a new Mortgage Loan Agreement shall be deemed executed between you (as the Lender) and the Borrower from that point onwards.
- 9.6.6. You will become party, with the existing Lender and the Borrower, to the new Mortgage Loan Agreement and the Transfer Contract (together comprising the “**Transferred Loan Agreement**”). Aside from the Transferred Loan Agreement, you will not enter into any new Mortgage Loan Agreement with the Borrower.
- 9.6.7. On the day of the transfer of the Mortgage Loan Portion, the purchase price of the transferred Mortgage Loan Portion will be paid from your OnStep Account to the OnStep Account of the existing Lender, and you will begin to accrue beneficial gains in respect of the relevant Mortgage Loan immediately from that day.

9.7. Selling existing Mortgage Loans

- 9.7.1. If you want access to the money you have lent before it has been repaid by the Borrower, you can request to sell your Mortgage Loan Portion of a Standard Mortgage Loan to other Lenders on the Website, which we may allow at our discretion.
- 9.7.2. If we do allow you to sell your Mortgage Loan Portion of a Standard Mortgage Loan on the Website, your Mortgage Loan Portion of the relevant Standard Mortgage Loan will be listed on the platform for purchase unless you decide to

remove it. You can choose to list your Mortgage Loan Portion of the Standard Mortgage Loan for sale at a market value of your preference. You will continue to be a Lender on the Standard Mortgage Loan until it is sold.

- 9.7.3. The Standard Mortgage Loan will be transferred by way of novation to a new Lender, if there is a matching buy and sell order.
- 9.7.4. If you are a Tenant Lender, and if you wish to terminate your rental agreement with the Borrower early, we at our discretion may allow you to offer to sell your Zero-Coupon Equity Loan to another prospective Tenant Lender.
- 9.7.5. If you and the prospective Tenant Lender agree on a purchase price for the Zero-Coupon Equity Loan, the Zero-Coupon Equity Loan will be transferred by way of novation to a new Tenant Lender. You will continue to be a Lender on the Zero-Coupon Equity Loan until it is sold.
- 9.7.6. When you sell an existing Mortgage Loan Portion, you will enter into a Transferred Loan Agreement with the Borrower and the new Lender. The Transferred Loan Agreement comprises the Mortgage Loan Agreement and the Transfer Contract which releases you from the Mortgage Loan such that you will no longer have any rights or obligations in relation to it and novates the Mortgage Loan Agreement to the new Lender.
- 9.7.7. On the day the Transfer Contract is entered into, you and the Borrower shall be released from further rights and obligations to each other under the relevant Mortgage Loan Agreement in respect of that Mortgage Loan and a new Mortgage Loan Agreement shall be deemed executed between the new Lender and the Borrower from that point onwards.
- 9.7.8. On the day of the transfer of the Mortgage Loan, the purchase price of the transferred Mortgage Loan Portion will be paid from the OnStep Account of the Lender to your OnStep Account, and you will cease to earn any monies in respect of the relevant Mortgage Loan immediately from that day.
- 9.7.9. On every sale or purchase of a Mortgage Loan Portion, a transaction fee of up to [2%] of the relevant contribution may be charged by us to cover administration costs.

9.8. Interest and repayments

- 9.8.1. The Mortgage Loan Agreement governs the terms of repayment and payment of interest by the Borrower.
- 9.8.2. Borrowers are liable to repay Mortgage Loans and pay any interest on such Mortgage Loans and neither we, the Mortgage Servicer nor the Security Trustee have any liability in respect of the repayment of Mortgage Loans and payment of any interest, other than to the extent we have received the same from the Borrower.
- 9.8.3. Borrowers may pay off their Mortgage Loans in full or in part early, if the terms of the Mortgage Loan Agreement allow them to do so. Interest and charges will be calculated on a daily basis up to the date the Mortgage Loan is repaid. The principal repayment amount (as a percentage of property value, if applicable) on the Mortgage Loans is updated monthly on your OnStep Account. The Mortgage

Loan Agreement governs the payment of these amounts and whether interest is payable monthly, or when the Mortgage Loan is to be repaid.

- 9.8.4. The Mortgage Servicer will pay all repayments and any interest received, which is due to you, to your OnStep Account.
- 9.8.5. All repayments and interest paid will be made to you without deduction of income tax. It is your responsibility to account for any income tax and other personal taxes that may be payable to the appropriate authorities.
- 9.8.6. The interest rate and principal repayment (as a percentage of property value, in relation to Equity Mortgage Loans) to be received by a Lender will be set at the time a Mortgage Loan Agreement is executed and will be in line with what is advertised on the Website, which are set by us taking into consideration prevailing market conditions. There is no provision for a Lender to offer to lend at a higher or lower interest rate, or for a higher or lower proportion of the percentage of property value.

10. Mortgage Services

- 10.1. Each Lender hereby appoints the Mortgage Servicer, to act as their lawful agent, in their name and on their behalf, to perform the Mortgage Services and the Mortgage Servicer accepts such appointment.
- 10.2. The Mortgage Servicer shall have the full power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the provision of the Mortgage Services.
- 10.3. The Mortgage Servicer shall provide primary mortgage servicing, management and administration services in relation to the Mortgage Loans and the related Mortgage Security and these services shall include, but not be limited to, instalment calculation, payment collection, redemptions, lease consents and insurance monitoring.
- 10.4. The Mortgage Servicer shall provide special mortgage servicing, management and administration services in relation to the Mortgage Loans and the related Mortgage Security in relation to Borrowers that are in default, these services shall include, but not be limited to, chasing failed payments and management of repossessions.
- 10.5. The Mortgage Servicer is solely responsible for the selection of all personnel, procedures, assets, features, systems, methodologies, software, delivery locations and facilities (collectively, the "**Servicer's Solution**") that it may require to deliver the Services and comply with its obligations. The Mortgage Servicer may at any time make such changes to the Servicer's Solution that it considers necessary, efficient or appropriate in the circumstances, without requiring the Lenders' consent. The Mortgage Servicer shall not be required to inform the Lenders of or obtain its consent to any such changes, except where they would require any changes to the Terms and Conditions.
- 10.6. Upon repayment in full of all sums outstanding under a Mortgage Loan, the Mortgage Servicer shall execute, or shall procure that any delegate who is at that time attorney (directly or indirectly) of the Mortgage Servicer, execute a discharge or release of the Mortgage Security.
- 10.7. The Servicer shall act in the manner of a Prudent Mortgage Lender to collect all payments due under or in connection with the Mortgage Loans and the Mortgage

Security and to enforce all covenants and obligations of each Borrower in accordance with the Enforcement Procedures in the event that they become enforceable under the terms of the relevant Mortgage Loan or in the event of a default by a Borrower, provided that the Mortgage Servicer may not, unless by prior written agreement with the Lenders, agree to:

- extend the term of any Mortgage Loan;
- grant any waiver of principal due or interest under a Mortgage Loan; or
- vary or amend the terms and conditions of a Mortgage Loan,
- unless the Servicer, acting as a Prudent Mortgage Lender, considers that such action would lead to a higher recovery in respect of the relevant Mortgage Loan than which could be recovered under the Enforcement Procedures.

10.8. Immediately upon the Mortgage Servicer becoming aware of the commencement or intended commencement of any proceedings against a Borrower by any third party in relation to any Property which is the subject of any Mortgage Security or Mortgage Loan, the Servicer shall forthwith, as agent of the Lenders and at the Lenders' cost take all such actions as a Prudent Mortgage Lender would take as owner of the Mortgage Loans, including actions which would enable the Lenders or Security Trustee (as applicable) to enforce its rights under the Mortgage Security in respect of the relevant Mortgage Loan in accordance with Clause 10.7. The Mortgage Servicer shall promptly liaise with and notify the Lenders of such proposed actions. The Lenders' prior authority for such actions shall not be required.

10.9. The Servicer shall keep the Lenders regularly updated as to the progress of any enforcement proceedings.

11. Reporting

11.1. Details of all Mortgage Loans will be available to view at any time through your OnStep Account page, including details of accrued interest and when any repayments are due. You should be aware that any repayment dates will reflect the Mortgage Loan repayment dates set out in the relevant Mortgage Loan Agreement only and may be subject to change as a result of early repayment or Borrower default.

11.2. Through your OnStep Account page you will be able to view, at any time, a statement of account for any period, including all funds that have been transferred in and out of your OnStep Account, in the course of lending out money, receiving repayments or transferring money in and out to your Nominated Account.

12. Provisions relating to the Security Trust

12.1. The Mortgage Security shall be held by the Security Trustee on trust for the relevant Lenders in respect of that Mortgage Loan as notified to it by the platform and in accordance with and pursuant to the Terms and Conditions.

12.2. For the avoidance of doubt, only Lenders who have made a successful Mortgage Loan shall be a beneficiary in respect of the trust created in respect of Mortgage Loans made on the Property and where there are multiple Lenders, the beneficial entitlement of each Lender under the trust shall be in proportion of the principal amount of their Mortgage Loan. For the avoidance of doubt, (a) the beneficial entitlement of the Lenders of Fixed-Mortgage Loans will take priority over that of the Lenders of Shared-Equity Mortgage Loans; and (b) where the Borrower obtains a first ranking legal mortgage from another

entity (in place of the Fixed-Mortgage Loan), such an entity can obtain security with priority over the Lenders of Shared-Equity Mortgage Loans.

- 12.3.** The Security Trustee shall have certain powers and discretions conferred upon trustees and may also rely on any representation, notice or document believed by it to be genuine, correct and appropriately authorised and 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. Section 1 of the Trustee Act 2000 shall not apply to the duties of Security Trustee as trustee in relation to the trusts constituted by the Terms and Conditions. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of the Terms and Conditions, the provisions of the Terms and Conditions shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of the Terms and Conditions shall constitute a restriction or exclusion for the purposes of that Act.
- 12.4.** You agree that the Security Trustee shall have only the duties, obligations and responsibilities expressly specified in the Terms and Conditions and the Security Trustee shall not have any implied duties, obligations or responsibilities.
- 12.5.** The powers and discretions of the Security Trustee pursuant to the Terms and Conditions shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Trustee by general law or otherwise.
- 12.6.** The Security Trustee may (but shall not be obliged to) take such action in the exercise of any of its powers and duties under the Mortgage Security as it considers in its discretion to be appropriate, including actions following an enforcement event as detailed in the Mortgage Loan Agreement and any other actions it considers in its discretion appropriate in relation to the enforcement of the Mortgage Security in respect of a Mortgage Loan to which it relates.
- 12.7.** The Security Trustee shall not be liable for any failure to:
- (a) be required to deposit or deliver any deed or document;
 - (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any document;
 - (c) register, file or record or otherwise perfect any assignment or novation under any applicable laws in any jurisdiction or to give notice to any person of any assignment or novation;
 - (d) act where, in our opinion, so to act would be contrary to any law of any jurisdiction or any directive or regulation of any agency of any state or which would or might otherwise render us liable to any person and do anything which is, in our sole discretion, necessary to comply with any such law, directive or regulation; or
 - (e) require any further assurance in relation to any assignment or novation.
- 12.8.** The Security Trustee shall be under no obligation to:
- (a) examine or enquire into:

- (i) the beneficial interest of any Lender to a Mortgage Loan or related Mortgage Security;
- (ii) the capacity, power and authority of a Lender to enter into and be bound by the Terms and Conditions;
- (b) make any representations or give any undertakings to any party; or
- (c) take out any insurance policy in respect of any Mortgage Loan or related Mortgage Security.

12.9. By way of supplement to the Trustee Act 1925 it is expressly declared as follows:

- (d) the Security Trustee may act on the opinion or advice of, or a certificate or any information obtained from, any lawyer, banker, valuer, surveyor, company, broker, auctioneer, accountant or other expert (each an "Adviser") in the United Kingdom or elsewhere whether obtained by us or any one or more persons appointed by us as agent, attorney, custodian, delegate, receiver or other person lawfully appointed by us (each an "Appointee");
- (e) any opinion, advice, certificate or information given by an Adviser may be sent or obtained by letter, telegram, telex, facsimile reproduction or in any other form and we shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not prove to be authentic provided that such error or lack of authenticity is not manifest; and
- (f) the Security Trustee may, in the conduct of its business, employ and pay an agent to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by us.

12.10. If the Security Trustee in good faith determines that all obligations and liabilities in respect of a Mortgage Loan has been fully and finally performed or discharged and a Lender is not under any commitment, obligation or liability (actual or contingent) in relation to any Mortgage Loan pursuant to a Mortgage Loan Agreement the trusts in these Terms and Conditions shall be wound up and we shall release, without recourse or warranty, all of our rights under these Terms and Conditions.

12.11. The Security Trustee may resign as trustee by giving not less than 30 days' notice to each Lender, provided that no such resignation shall be effective until a reputable successor is appointed, all of our rights, benefits and obligations as trustee have been transferred to such successor and such successor has confirmed its agreement to be bound by the Terms and Conditions in its capacity as trustee.

12.12. The perpetuity period that applies to each trust is the period beginning on the date the Terms and Conditions are accepted by a Lender and ending on the day before the 125th anniversary of that date.

13. Terminating your Participation on the OnStep Website

13.1. If you no longer want to be a Lender with us, and provided you have no active commitments to Mortgage Loans, you can let us know and we will terminate your registration.

- 13.2.** We may terminate your registration with us at any time without notice for the following reasons:
- 13.2.1. you breach any of the Terms and Conditions, provided that it is not capable of remedy and if it is capable of remedy, you do not do so within 7 days of notification;
 - 13.2.2. we suspect that you have committed fraud, been involved in money laundering or other criminal activities;
 - 13.2.3. you suspend, or threaten to suspend, payment of your debts, or are unable to pay your debts as they fall due or admit inability to pay your debts, or (being a Corporate Entity) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
 - 13.2.4. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (where you are a company) where these events take place for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
 - 13.2.5. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
 - 13.2.6. (being a company or a limited liability partnership) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;
 - 13.2.7. a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
 - 13.2.8. (being an individual) you are the subject of a bankruptcy petition or order;
 - 13.2.9. a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 10 business days;
 - 13.2.10. any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.3 to clause 13.2.9 (inclusive);
 - 13.2.11. (being a company) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

- 13.2.12. (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation;
- 13.2.13. you use the Website or any information accessible on or obtained from it for the purpose of canvassing or soliciting any person or enticing any person away from OnStep;
- 13.2.14. you use the platform in any of the following ways:
 - 13.2.14.1. in any way that causes, or is likely to cause, the Website or access to it to be interrupted or damaged in any way;
 - 13.2.14.2. for fraudulent purposes, or in connection with a criminal offence; or
 - 13.2.14.3. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any “spam”.
- 13.2.15. there is no activity in your OnStep Account within a 12-month period.
- 13.3.** Within 10 business days of termination, we will credit your Nominated Account with any cash left in your OnStep Account.
- 13.4.** Termination under clause 13.2 shall not affect your right to receive payments under existing Mortgage Loans and we will keep your account open for the purposes of winding up such Mortgage Loans until all sums due to you have been repaid unless we reasonably believe there is a legal or regulatory reason preventing us from continuing to make such payments to you.

14. Liability

- 14.1.** You agree and acknowledge that we, in our role as the platform, and the Mortgage Servicer shall take on no liabilities, obligations or rights under the Mortgage Loan Agreements as a result of our authority to act on your behalf. For the avoidance of doubt, we (and the Mortgage Servicer) continue to take liability for our respective obligations under these Terms and Conditions, including our obligations as agent of the Lender.
- 14.2.** Neither we nor the Mortgage Servicer shall be obliged to pay on to you Mortgage Loan repayments, interest or other sums due to you from Borrowers or other third parties unless we have received them.
- 14.3.** Neither we nor the Mortgage Servicer provide tax or investment advice. If you are unsure about the tax or investment implications of the service available to you through the Website, you should seek advice from an appropriately qualified adviser.
- 14.4.** Neither we nor the Mortgage Servicer shall be responsible for any losses to the extent arising from any information provided by you being materially untrue, inaccurate or incomplete.

- 14.5. Neither we nor the Mortgage Servicer shall 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.
- 14.6. We do not guarantee that there will be sufficient bids to fully fund the Mortgage Loan and therefore allow your funds to be lent out or that there will be sufficient Mortgage Loans available for you to invest in.
- 14.7. Both the platform and the Mortgage Servicer will act in good faith and with due diligence in providing the services available to you through the Website in accordance with the Terms and Conditions.
- 14.8. If you are a Consumer, you will be liable to us for any loss or damage suffered by us as a directly foreseeable consequence of any material breach of this Agreement by you or any fraud or wilful misconduct by you.
- 14.9. If you are not a Consumer, you will indemnify us for all liability, costs, losses, expenses, claims or charges, which arise as a direct or indirect consequence of your use of the Website.

15. Data Protection

Personal information that you provide to us as part of the registration process or thereafter is subject to our Privacy Policy ([here](#)).

16. Complaints and compensation

- 16.1. If you are not satisfied with our service, we have a complaint handling process that you can use to resolve such matters. You can contact us by email at: complaints@onstep.co. 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.
- 16.2. The Financial Services Compensation Scheme will not apply to OnStep 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 16.3.
- 16.3. If the credit institution (e.g. bank or building society) holding your un-committed money in our client 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.

17. Delegation

- 17.1. Any of our functions under the Terms and Conditions may be delegated to an associate or competent (and if relevant, appropriately regulated) third party of our choosing to perform such functions. We will act in good faith and with reasonable skill, care and diligence in the selection, use and monitoring of third party agents and delegates.

- 17.2.** The appointment of an appropriately regulated third party to discharge our obligations in the event of our insolvency shall not require your consent.
- 17.3.** Any of our functions under the Mortgage Loan 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 Mortgage 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 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.

18. Conflicts of interest

- 18.1.** 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. In facilitating Mortgage Loans, our primary obligation is to protect the interests of Lenders and this will generally prevail over our obligations to the Borrower.
- 18.2.** You agree that we or any associate may effect transactions 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.
- 18.3.** 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 OnStep, the Security Trustee and associates or clients have financial interest or to which OnStep, the Security Trustee or an associate provides services. 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.

19. Notices

- 19.1.** We may send any communications to you at the email address which you provide to us in the registration process (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.
- 19.2.** You may communicate with us by email at support@onstep.co If we require information to be sent to us by post, this should be sent to: OnStep, 27 Clements Lane, London, EC4N 7AE. 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).

20. Assignment and delegation

- 20.1.** The provisions of the Terms and Conditions are personal to you and you shall not assign or transfer any of your rights and obligations under the Terms and Conditions without our written consent, which consent shall not be unreasonably withheld.

- 20.2. Subject to FCA Rules, we may delegate our functions and responsibilities under the Terms and Conditions. In such case we will remain responsible to you for the performance of such function or responsibility.
- 20.3. We may assign any of our rights and obligations under the Terms and Conditions to a third party by giving you not less than 30 days' notice in accordance with the Terms and Conditions.

21. Changes to the Terms and Conditions

- 21.1. We may, at any time, amend, modify or replace the Terms and Conditions by giving you written notice. Such changes 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 advanced to a Borrower.
- 21.2. We may amend, modify or replace the Terms and Conditions if we believe it is necessary in order to respond proportionally to changes in applicable law and regulations.
- 21.3. Subject to clause 21.4 below, we may also amend, modify or replace the Terms and Conditions to reflect changes to our systems, administrative processes and procedures, market practice or Lender or Borrower requirements and to reflect other legitimate cost increases (or reductions) associated with the services provided by the Website.
- 21.4. You will be given at least 30 days' written notice in respect of any amendments, modification or the replacement of the Terms and Conditions that are not in your favour or required or desirable in order to comply with our legal or regulatory requirements, unless the specific circumstances require a shorter or longer period.

22. General terms

- 22.1. The Terms and Conditions 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.
- 22.2. It is not intended that any term contained in this Terms and Conditions 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.
- 22.3. If any part of the wording of the Terms and Conditions 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 the Terms and Conditions, which will continue in force.
- 22.4. Our failure to exercise or delay in exercising a right or remedy provided by the Terms and Conditions or by law does not constitute a waiver of other rights or remedies.
- 22.5. The Agreement is supplied in English, and we will only be required to communicate in English during the course of our relationship with you.

23. Electronic signature

- 23.1.** By ticking the designated box you acknowledge that you have read and understood the Terms and Conditions and agree to be bound by them.
- 23.2.** You will thereby provide an electronic signature, which will have the same effect as if you had signed the Terms and Conditions in writing.