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## GENERAL TERMS & CONDITIONS

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These terms and conditions govern your use of our website. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms.

### **SITE ACCESS**

You will be able to access the majority of this Website without having to register any details with us. However, particular areas of this Website will only be accessible only if you have contacted us for a username and password. We take all reasonable steps to ensure that this Website is available 24 hours a day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time. This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

### **USE OF WEBSITE**

You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. The copyright and other intellectual property rights in all material on this Website are owned by us or our license and must not be reproduced without our prior consent.

### **VISITOR CONDUCT**

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you post on this Website shall be considered non-proprietary and not confidential. When using this website you shall not post or send to or from this Website any material:

- related to illegal or fraudulent activities including but not limited to drugs, gambling and online scams;
- that is discriminatory, obscene, pornographic (including any content that is adult or mature in nature), defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
- which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We reserve the right to remove any content without notice. We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of our terms

**Reviews & Feedback:** We take feedback integrity seriously. Businesses may offer small incentives for general reviews, however manipulation and/or bribery is not tolerated. This includes reviews from a related

account, offering incentives/bribes in return for specific reviews. We reserve the right to remove any reviews which we

suspect has been posted as a result of such manipulation or bribery and may close the user account to which it relates.

## **CONTENT**

License: Access Commercial Funding Limited does not claim ownership rights in your Content. You agree to allow Access Commercial Funding Limited to store or re-format your Content and display your Content in any way as it chooses.

Information (such as case studies, testimonials and transaction data) displayed may relate to:

- i. the personal deals of the directors including prior to the incorporation date of Access Commercial Funding Limited and
- ii. deals of clients of the directors prior to incorporation date of Access Commercial Funding Limited

In the event that Access Commercial Funding Limited receives a complaint in respect of any Content posted by you it shall be your sole responsibility to deal with such a complaint and to compensate Access Commercial Funding Limited for any loss suffered. Access Commercial Funding Limited reserves the right to remove any such Content immediately.

By uploading media (images and videos) to Access Commercial Funding Limited, you agree that Access Commercial Funding Limited has the right to use your media to promote Access Commercial Funding Limited and/or you in any external press as well as across all Access Commercial Funding Limited Websites.

**Re-Posting Content:** By posting Content on Access Commercial Funding Limited, it is possible for an outside website or a third party to re-post that Content. You agree to hold Access Commercial Funding Limited harmless for any dispute concerning this use. If you choose to display your own Access Commercial Funding Limited-hosted media on another website, the media must provide a link back to its listing page on Access Commercial Funding Limited.

## **INFORMATION CONTROL**

Access Commercial Funding Limited does not control the Content provided by users that is made available on Access Commercial Funding Limited. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretence. Additionally, there may also be risks dealing with international trade. By using Access Commercial Funding Limited, you agree to accept such risks and that Access Commercial Funding Limited (and Access Commercial Funding Limited officers, directors, agents, subsidiaries, joint ventures and employees) is not responsible for any acts or omissions of users on Access Commercial Funding Limited. Please use caution, common sense, and practice safe buying and selling when using Access Commercial Funding Limited.

**Other Resources:** Access Commercial Funding Limited is not responsible for the availability of outside websites or resources linked to or referenced on the Site. If you choose to access a third party website linked to from this Website, it is at your own risk. Access Commercial Funding Limited does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources.

You agree that Access Commercial Funding Limited shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resources or via pop ups which may appear when accessing the Site from your computer.

**INTERACTIONS WITH OTHER USERS AND PRIVATE MESSAGING**

Users are solely responsible for interactions with others. Users understand that Access Commercial Funding Limited does not in any way screen its users. All users agree to exercise caution and good judgment in all interactions with others, particularly if meeting offline or in person.

Messaging is your way to communicate privately with other Access Commercial Funding Limited members. It's essentially email, but purely for Access Commercial Funding Limited members.

- You must not use Messages to send unsolicited advertising or promotions, request samples, loans, donations or "spam". You must not pass on email addresses or any other information on to third parties.
- Spamming other users in order to ask them to 'follow' your page will not be tolerated.
- Please use common sense when giving out personal information to others via messaging, for example don't send someone your credit card details.
- You must not use messages to knowingly harass, threaten, blackmail or abuse another member.
- If someone explicitly tells you not to contact them, you must not use Messages to contact them again, unless you are involved in an open transaction.
- You must not use Messages to interfere with a transaction. This means...
  - You must not contact another member to buy or sell an item listed on Access Commercial Funding Limited outside of the
  - You must not communicate with a member involved in an active or completed transaction to warn the member away from a particular buyer, seller or item.
  - As an anti-spam measure, sending too many messages too quickly may auto-disable your account.

#### **Access Commercial Funding Limited INTELLECTUAL PROPERTY**

Access Commercial Funding Limited, and other Access Commercial Funding Limited graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks of Access Commercial Funding Limited and its subsidiaries. Access Commercial Funding Limited copyright, trademarks, service marks, logos, business name, domain name and all other intellectual property rights may not be used, including without limitation as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

#### **RESOLUTION OF DISPUTES AND RELEASE**

In the event a dispute arises between you and Access Commercial Funding Limited, please contact Access Commercial Funding Limited. Any dispute arising from or relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. Use of the Site is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

Should you have a dispute with one or more users, or an outside party, you release Access Commercial Funding Limited (and its officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Access Commercial Funding Limited, for the benefit of users, may try to help users resolve disputes. Access Commercial Funding Limited does so in its sole discretion, and it has no obligation to resolve disputes between users or between users and outside parties. To the extent that Access Commercial Funding Limited attempts to resolve a dispute it will do so in good faith based solely on its this agreement and its policies. Access Commercial Funding Limited will not make judgments regarding legal issues or claims and all disputes related to financial transactions will ultimately be determined by the payment service provider.

#### **BREACH**

Without limiting any other remedies, Access Commercial Funding Limited may, without notice, and without refunding any fees, delay or immediately remove Content, warn Access Commercial Funding Limited

community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

- Access Commercial Funding Limited suspects a user has breached this Agreement, the Privacy Policy, or other policy documents and community guidelines incorporated herein.
- Access Commercial Funding Limited is unable to verify or authenticate any of your personal information or Content
- Access Commercial Funding Limited believes that a user is acting inconsistently with the letter or spirit of Access Commercial Funding Limited policies and/or this Agreement, has engaged in improper or fraudulent activity in connection with Access Commercial Funding Limited or the actions may cause legal liability or financial loss to Access Commercial Funding Limited users or to Access Commercial Funding Limited.

### **Access Commercial Funding Limited SERVICE**

Access Commercial Funding Limited reserves the right to modify or terminate its service for any reason, without notice, at any

time. **Access Commercial Funding Limited reserves the right to alter these Terms of Use or other Site policies at any time, so**

**please review the policies frequently.** If Access Commercial Funding Limited makes a material change Access Commercial Funding Limited will notify you here, by email, by means of a notice on our home page, or other places Access Commercial Funding Limited deems appropriate. What constitutes a "material change" will be determined at Access Commercial Funding Limited sole discretion, in good faith, and using common sense and reasonable judgment.

### **NO WARRANTY**

Access Commercial Funding Limited, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS PROVIDE Access Commercial Funding Limited'S WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. Access Commercial Funding Limited, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM Access Commercial Funding Limited SHALL CREATE ANY WARRANTY.

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

### **EXCLUSION OF LIABILITY**

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

### **IMAGES**

For client confidentiality purposes, the images of people shown in the 'testimonials' section are for illustration purposes only and do not represent the actual images of Access Commercial Funding Limited clients.

**INDEMNITY**

YOU AGREE TO INDEMNIFY AND HOLD Access Commercial Funding Limited AND (AS APPLICABLE) Access Commercial Funding Limited PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES,



HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR BREACH OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.