

Website Terms & Conditions Swishfund UK

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1. Applicability

These conditions apply to the use of the website www.swishfund.co.uk . On the Website, services are offered by Swishfund UK. When you create an account on the Website, you agree to expressly agree to the applicability of these conditions.

2. Create registration / account

To receive more information about our products and / or to apply for a credit, you first need to be a user at www.swishfund.co.uk register and create an account.

When creating an account, we ask you to provide certain information to us and to choose a username and password. You must ensure that all information you provide us with is correct.

With your account, you will get access to the secure part of the website www.swishfund.co.uk

3. Security

You must keep your username and password secret at all times and a password that's not easy to figure out.

The use of your account is personal. You are not allowed to let others use your account and / or to give your login details to others.

Please note: you are responsible and liable for all actions and transactions that are carried out with your account after successful login with your details.

You are not allowed to use your account in any way that may be harmful to the Websites and / or the security thereof.

4. Allowed / prohibited use

You may only use our Websites to:

- To obtain information about our products and services.
- Communicate with us.
- To request credit from us.
- View details of your credit.

Furthermore, it is only permitted to use the Websites in accordance with these conditions.

The Websites are intended for legal entities and natural persons aged 18 and older in connection with business activities. The Websites are not meant for consumers. If you do not meet these conditions, you do not have to use the Websites.

It is expressly not allowed to:

- Use information about our products and services to develop and / or offer competitive products or services.
- Use our Websites in a manner that may be harmful to us, to our Websites or to third parties.
- Distribute information or harmful materials through our Websites to other users of our Websites.

5. Personal data

When you use our website, create an account, apply for a credit, etc. we process your personal data. For more information about how we handle your personal data, we refer to our [Privacy Statement](#). For information about the cookies we use, we refer to our [Cookie Policy](#).

In order to process your application we will supply your personal/business information to credit reference agencies (CRAs) and they will give us information about you/your business, such as financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at www.experian.co.uk/crain

6. Intellectual Property

Our Websites contains components, such as images, text and the underlying software, where intellectual property rights rest. These rights belong to us or our suppliers / licensors. It is not

allowed to reproduce any element or part of the Websites, publicly make or use commercially, without our prior consent.

All copyrights are expressly reserved for these.

7. Liability

Swishfund compiles the Websites with care, but it is possible that incorrect and / or incomplete information is published on parts of the Websites.

Swishfund is not liable for any damage resulting from incorrect or incomplete information on the Websites, for any damage resulting from the use of the Websites.

Swishfund is also not liable for any damage resulting from the (temporarily) unavailability of (the secure part of) the Websites, regardless of the reason and regardless of whether this applies only to you or to everyone.

Our Websites may contain links to third-party websites. These links are for information purposes only and do not mean that Swishfund checks or agrees to the content or correctness of these websites, or that there is a cooperation between Swishfund and the (owner of) these websites. Swishfund is not responsible for the content of third party websites and is not liable for any damage related to the other websites.

For the sake of completeness, the above limitation and liability do not apply to liability arising from the intent or gross negligence of Swishfund's subordinates.

You are liable for any damage resulting from the use of these Websites in violation of these conditions and indemnifies Swishfund against any claims in this respect.

8. Amendments

Swishfund can change these conditions from time to time. Swishfund will notify you of such a change by mentioning it on the Websites. If you do not agree with the change, you must discontinue your access to and use of the Websites. If you continue to have access to and use of the Websites, you will be deemed to have accepted the change.

9. Termination

Swishfund can take the Websites offline at any time and / or deny you access to (the secure part of) the Websites.

10. Applicable law and competent court

Dutch law applies to any disputes relating to the conditions and in this context the court in Amsterdam, the Netherlands, has exclusive jurisdiction.