

WEBSITE TERMS AND CONDITIONS

1. BACKGROUND

- 1.1 www.swishfund.co.uk ('the Website') is a website operated by Swishfund Ltd, collectively referred to as "Swishfund", "we", "us" or "our" in these website terms and conditions.
- 1.2 We are registered in England and Wales under company number 11180668 and have our registered office at C/O Azets, Compass House, Vision Park, Histon, Cambridge, Cambridgeshire, United Kingdom, CB24 9AD

2. APPLICABILITY

- 2.1 By using our website, you confirm that you accept these terms of use and that you agree to comply with them.
- 2.2 This Website is intended for legal entities and natural persons aged 18 and older and must be in connection with business activities.

3. CREATING AN ACCOUNT

- 3.1 To receive more information about our products and/or to apply for a credit, the customer first needs to be a user at the Website by registering their details and creating an account.
- 3.2 When creating an account, we ask that the customer provides certain information to us and to choose a username and password, ensuring that all information they provide us with is correct.
- 3.3 Once the customer has registered an account, they will then get access to the secure part of the Website.

4. SECURITY

- 4.1 The customer is required to keep their username and password secret at all times and must use a password that is difficult to identify.
- 4.2 The use of the customer's account is personal to that customer only, and the customer is not allowed to let others use their account and/or to give their login details to any other party.
- 4.3 The customer is responsible and liable for all actions and transactions that are carried out with their account after successfully logging in with their account details.
- 4.4 The customer is not allowed to use their account in any way that may be harmful to the Website and/or the security thereof.
- 4.5 If any member of staff suspects, identifies and/or has reason to believe that a customer's account is being used outside the terms of this policy they must report their concerns immediately to their line manager and/or a Director.

5. ALLOWED AND PROHIBITED USE

- 5.1 You may use our Website only for lawful purposes to:
 - 5.1.1 obtain information about our products and services;
 - 5.1.2 communicate with us;
 - 5.1.3 to request credit from us; and
 - 5.1.4 view details of their credit application.

- 5.2 You may not use our Website:
- 5.2.1 in any way that breaches any applicable law or regulations;
 - 5.2.2 in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
 - 5.2.3 for the purpose of harming or attempting to harm any individual in any way;
 - 5.2.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 5.2.5 to create liability for us in any way; or in any way that causes us to lose (in whole or in part) the services of our ISPs or other suppliers; and
 - 5.2.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 5.3 You also agree:
- 5.3.1 not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of any of the provisions in these terms;
 - 5.3.2 not to use information about our products and services to develop and/or offer competitive products or services;
 - 5.3.3 not to access without authority, interfere with, damage or disrupt:
 - any part of our Website;
 - any equipment or network on which our Website is stored;
 - any software used in the provision of our Website; or
 - any equipment or network or software owned or used by any third party.

6. PERSONAL DATA

- 6.1 When a customer uses our Website, creates an account or applies for a credit, we process their personal data in order to be able to reach a credit decision.
- 6.2 More information about how we handle customers' personal data can be found within our Privacy Policy available at [\[INSERT HYPERLINK\]](#).
- 6.3 More information about the cookies we use, can be found within our Cookie Policy available at [\[INSERT HYPERLINK\]](#).

7. INTELLECTUAL PROPERTY

- 7.1 All content included on our Website and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 7.2 You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content from our Website unless given express written permission to do so by us.

8. DISCLAIMER

- 8.1 Nothing on our website constitutes advice on which you should rely. It is provided for general information purposes only.
- 8.2 Our Website may contain links to third-party websites and these links are for information purposes only and do not mean that we check or agree to the content or correctness of these websites, or that there is a cooperation between Swishfund and the owner of these websites.

- 8.3 We make reasonable efforts to ensure that the content on our Website is complete, accurate, and up to date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up to date.

9. LIABILITY

- 9.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 9.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 9.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 9.3.1 use of, or inability to use, our site; or
 - 9.3.2 use of or reliance on any content displayed on our site.
- 9.4 We will not be liable for:
- 9.4.1 loss of profits, sales, business, or revenue;
 - 9.4.2 business interruption;
 - 9.4.3 loss of anticipated savings;
 - 9.4.4 loss of business opportunity, goodwill or reputation; or
 - 9.4.5 any indirect or consequential loss or damage.
- 9.5 We are not liable for any damage resulting from incorrect and/or incomplete information on the Website, for any damage resulting from the use of the Website.
- 9.6 We are also not liable for any damage resulting from the (temporarily) unavailability of (the secure part of) the Website, regardless of the reason and regardless of whether this applies only to the customer or to everyone.
- 9.7 We are not responsible for the content of third-party websites and is not liable for any damage related to the other websites.

10. AMENDMENTS

- 10.1 We may change this policy and/or its terms and conditions from time to time and we will notify our customers of such a change by detailing these changes on the Website.
- 10.2 Any such changes will become binding on Customers upon their first use of the Website after the changes have been implemented. We therefore advise customers to check this page from time to time.

11. LAW AND JURISDICTION

- 11.1 These terms and conditions shall be governed and construed in accordance with the law of England and Wales.
- 11.2 Any disputes concerning these terms and conditions or any matters arising from or associated with (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.