

Terms & Conditions of Website Use

1. TERMS OF WEBSITE USE

- I. These terms (and any documents referred to in them) tell you, the customer ("You", "Your") the terms of use on which You may make use of our website www.forcesloans.co.uk (the Website), which is owned, operated, licensed and controlled by V Gates Ltd ("We", "Us", "Our" the "Company").
- II. Please read these terms carefully prior to use of the Website.
- III. By using the Website, You confirm Your acceptance of the disclaimers, terms and conditions of use (the Terms). If You do not agree to these Terms, You should exit the Website immediately and refrain from using it.

2. INFORMATION ABOUT US

- I. The Website is a site operated by the Company. We are a private limited company which provides payday loans to eligible customers by way of online application
- II. We are registered in England and Wales under Company Number 03573673 and have Our registered office at 923 Finchley Road, London, NW11 7PE.
- III. We are authorised and regulated by the Financial Conduct Authority (FCA) with Firm Registration Number 674017. You can contact us by email at info@forcesloans.co.uk or by telephone on 0800 619 2274 or 0330 700 9999
- IV. We are registered with the Information Commissioner's Office in compliance with the Data Protection Act 1998. Our registration number is Z816445X.

3. ACCESSING THE WEBSITE

- I. Access to the Website is permitted on a temporary basis, and We reserve the right to withdraw or amend the service We provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.
- II. From time to time We may restrict access to some parts of the Website, or the entire Website.
- III. The Website is intended for those who are aged 18 years or over and who access it from England and Wales. We cannot guarantee that the information contained on this Website complies with or is appropriate for use in locations outside of England and Wales.
- IV. To register with Us, or make a loan application You must be aged 18 years or over. You must ensure that the details You provide Us with, at registration or any other time, are always accurate and complete. You must immediately inform Us of any changes to Your details by updating Your personal details.
- V. You are responsible for making all arrangements necessary for You to have access to the Website. You are also responsible for ensuring that all persons who access the Website through Your internet connection are aware of these Terms, and that they comply with them.

4. THIRD PARTY WEBSITES

- I. This Website may from time to time contain links to other websites. Those linked websites are not under Our control or responsibility. We accept no liability for the content or availability of any linked sites which are not operated by Us or any link contained in a linked site which is not operated by Us. Links on Our Website are provided by Us only for Your convenience and We do not imply the reliability or

endorsement of those linked websites. Accordingly, You should refer to the terms and conditions of the linked websites before You use them and You should direct any questions or comments about the linked website to the appropriate website provider.

- II. You are not permitted (and nor are You permitted to assist others) to set up links from Your own website to Our Website (by whatever means) without prior written consent, which We may grant or withhold at Our absolute discretion. You are not permitted to direct link ("Hot Link") any content or images without Our prior written authorisation.

5. INTELLECTUAL PROPERTY RIGHTS

- I. The Website, the content, any materials downloaded, and all intellectual property rights pertaining to or contained on the Website, including, but not limited to, copyright database rights, and any logos, trademarks (whether registered or unregistered) or graphics (collectively "the Content") are owned by and remain the property of the Company (or its third party licensors as applicable) at all times
- II. You may view and print paper copies of the content on the Website provided that:
 - a. All and any copies remain subject to the intellectual property rights of the Company and its third party licensors; and
 - b. You do not modify in any way the paper copies of any materials You have printed off, including the removal of any copyright or other proprietary notices contained on the Website.
- III. You agree that You will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Website, or any portion of the Website for any public or commercial use without the express written consent of the Company.
- IV. Additionally, You agree that You will not (i) remove or alter any author, trademark or other proprietary notice displayed on the Website (or printed pages produced from the Website); and (ii) make any other modifications to any documents obtained from the Website other than in connection with completing information required to transact business with the Company.

6. SITE SECURITY

- I. You agree that You will not use any part of the Website to:
 - a. insert or knowingly or recklessly transmit or distribute a virus, worm, trojan horse, time bomb, trap door or any other computer code, file or program or repetitive request designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of or impair the functionality of the Website;
 - b. upload, post, email or otherwise transmit or post links to any content that facilitates hacking;
 - c. hack into any aspect of the Website;
 - d. upload, post, email or otherwise transmit links to any content that infringes the intellectual property rights of any third party;
 - e. circumvent or attempt to circumvent, any of the security safeguards of the Website; or
 - f. permit any third party to do any of the above.

- II. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.
- III. If You use the content of the Website in breach of these Terms, Your right to use the Website will cease immediately.
- IV. No links to the Website may be included on any other site without Our prior written consent. You are not entitled to modify or redistribute the contents of the Website.

7. PRIVACY

- I. The Company's Privacy Policy applies to the use of the Website, and its terms are made a part of these Terms by this reference. Our Privacy policy can be found here: <http://forcesloans.co.uk/military/privacy-policy.php>
- II. As a result of Your interaction with the Website, We may collect, hold and process personal information provided by You.
- III. We may hold personal information for various purposes, including making lending decisions, preventing fraud, debt collection, understanding Your personal needs, conducting Our business, providing You with better products, evaluating the effectiveness of Our marketing and for statistical analysis.
- IV. Further information about how we use Your personal data and your statutory rights, can be found in Our Privacy Policy.
- V. The information we collect is used by Us to manage Your account and to make collections; it is also used to contact consumers for marketing purposes; it is disclosed by Us when legally required to do so at the request of government authorities conducting an investigation; We also use it to verify or enforce compliance with the policies governing Our Website and applicable laws or to protect against misuse or unauthorised use of Our Website.

8. COOKIES

- I. This Website makes use of session cookies. Cookies are files which Our server uses to identify Your computer. Cookies cannot identify which person is using the computer. You are entitled to prevent the use of cookies by configuring Your web browser. Please note that this may hinder the functionality of some of the Website. For full details of how We use Cookies, the types of Cookies that We use and how to disable Cookies please see our Cookies Pages: <http://forcesloans.co.uk/military/cookie-usage.php>

9. DISCLAIMERS

- I. We have taken reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of this Website. However, information is provided on an "as available" and "as is" basis and We do not make any warranty or representation of any kind, whether express or implied.
- II. The use of the Website and the information contained on it are entirely at Your own risk. We shall not be liable for any losses or damages, whether direct or indirect, consequential or otherwise, that You may suffer as a result of Your use of Our Website, including but not limited to computer service or system failure, access delays or interruption, non-delivery or mis-delivery of data, computer viruses or other harmful components, breaches of security or unauthorised use of the system arising from "hacking" or otherwise or Your reliance on the information contained on the Website.

- III. We do not represent or warrant (express or implied) that the Website will be available and meet Your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to Your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.
- IV. We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Website.
- V. We do not guarantee that completing our application form will result in Us making You an offer of a loan.

10. OUR LIABILITY

- I. The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We and third parties connected to us hereby expressly exclude:
 - a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - b. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including:
 - i. loss of income or revenue;
 - ii. loss of business;
 - iii. loss of profits or contracts;
 - iv. loss of anticipated savings;
 - v. loss of data;
 - vi. loss of goodwill;
 - vii. wasted management or office time; and
 - viii. whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to Your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- II. This does not affect our liability for death or personal injury arising from Our negligence, nor Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

11. INDEMNITY

- I. By using the Website, You agree to defend, indemnify, and hold harmless the Company from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that the Company may become obligated to pay arising or resulting from Your use of the Website, the Content, or Your breach of these Terms of Use. The Company reserves the right to assume or participate, at Your expense, in the investigation, settlement and defence of any such action or claim.

12. GOVERNING LAW AND JURISDICTION

- I. The Terms are governed by and interpreted in accordance with the laws of England and Wales. The courts of the England and Wales will have exclusive jurisdiction in respect of any dispute which may arise.

13. MISCELLANEOUS

- I. Any failure by the Company to exercise any rights or enforce any of these Terms of Use shall not constitute a waiver of such rights or terms.
- II. If any provision of these Terms of Use or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms of Use, or the application of such provision in other circumstances, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law.