

# THE FUNDING ROOM LTD INVESTOR AGREEMENT Terms and Conditions

## 1. Interpretation

- 1.1 **Definitions.** In these Terms and Conditions, the following definitions apply:

**Business Day** : means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Confidential Information** : means all information relating to the Entrepreneur which is not public knowledge and has not been disclosed to third parties.

**Entrepreneur**: means an individual, company, partnership or any entity whatsoever who makes contact with an Investor regarding an Investment through the [fundingroom.co.uk](https://www.fundingroom.co.uk) or any site connected with the Funding Room.

**Intellectual Property Rights**: means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Investment**: where an Investor invests money in the business of the Entrepreneur. **Services**: means the provision, use and maintenance of an investor listing on The [fundingroom.co.uk](https://www.fundingroom.co.uk).

- 1.2 **Construction.** In these Terms and Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.3 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.4 a reference to **writing** or **written** includes faxes (and e-mails).

## 2. Parties

**The following Terms and Conditions apply to all contracts entered into by you, the Investor (“Investor”) and us, the funding room ltd (Company Number: 8455659) of Lace House, 39-40 Old Steine, Brighton, East Sussex, BN1 1NH (the “Funding Room”). By accepting the Terms and Conditions the Investor agrees to the provisions set out below.**

## 3. Basis of contract

- 3.1 Upon the Investor contacting the Funding Room, the Funding Room will consider whether the Investor can be listed on [the fundingroom.co.uk](https://www.fundingroom.co.uk) as an investor. Where the Investor accepts the Investors request to be listed on [the fundingroom.co.uk](https://www.fundingroom.co.uk) as an investor, the Funding Room will send a copy of the Terms and Conditions to the Investor. Upon the Investor accepting the Terms and Conditions, the Investor will be listed on the [fundingroom.co.uk](https://www.fundingroom.co.uk).

2. 3.2 The Investor has a cooling off period of 2 weeks in which to terminate the application of these Terms and Conditions.
3. 3.3 Where the Investor requests that the Services commence ahead of the 2 week cooling off period referred to in clause 3.2 above, the Investor waives their rights under the Distance selling Regulations 2000.
4. 3.4 These Terms and Conditions constitute the entire agreement between the parties. The Investor acknowledges that he has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Funding Room which is not set out in the Terms and Conditions.

1

3.5 These Terms and Conditions apply to the exclusion of any other terms that the Investor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### **4. Supply of Services**

1. 4.1 The Funding Room shall supply the Services to the Investor. The Funding Room shall have the right to make any changes to the Services which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Services.
2. 4.2 The Funding Room is not involved in the Investment between the Entrepreneur and the Investor and is not party to an investment agreement between the Entrepreneur and the Investor .
3. 4.3 The Funding Room will not become involved in any dispute between an Investor and an Entrepreneur .
4. 4.4 The Funding Room does not have control over and does not guarantee the existence, quality, safety or legality of the Investors or the Entrepreneur; the truth or accuracy of the Investors or Entrepreneurs content, posts or listings; or that an Entrepreneur or Investor will actually complete an Investment.

#### **5. Investor's obligations**

1. 5.1 The Investor shall:
  1. 5.1.1 co-operate with the Funding Room in all matters relating to the Services;
  2. 5.1.2 provide the Funding Room with such information as the Funding Room may reasonably require in order to supply the Services and ensure that such information is accurate;
  3. 5.1.3 ensure that where an Investor registers as a business entity, that the Investor has the authority to bind that entity; and
  4. 5.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.
2. 5.2 Whilst using the Services, the Investor shall not:
  1. 5.2.1 Post, list or upload content which is inappropriate, false, inaccurate, misleading, defamatory, or libellous on [thefundingroom.co.uk](http://thefundingroom.co.uk);
  2. 5.2.2 breach or circumvent any laws or third party rights;
  3. 5.2.3 distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

4. 5.2.4 distribute viruses or any other technologies that may harm the Funding Room, or the interests or property of the Funding Room; and
5. 5.2.5 harvest or otherwise collect information about Entrepreneurs, such as email addresses, without their consent.

## 6. Charges

1. There is no charge for this service.
- 2.

## 7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Funding Room.

2

## 8. Confidentiality

**The Investor undertakes to the Funding Room that they will not, without the consent of the Entrepreneur, at any time hereafter use or divulge or communicate to any person other than to officers or employees of the Funding Room, any Confidential Information which may come to their knowledge and they shall use their best endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters unless disclose is necessary to ensure compliance with Law.**

## 9. Limitation of liability: THE INVESTOR'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

1. 9.1 Nothing in these Terms and Conditions shall limit or exclude the Funding Room's liability for:
  1. 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  2. 9.1.2 fraud or fraudulent misrepresentation; or
  3. 9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
2. 9.2 Subject to clause 9.1:
  1. 9.2.1 the Funding Room shall under no circumstances whatsoever be liable to the Investor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, data, opportunity, goodwill, reputation or business interruption, or any indirect or consequential loss arising under or in connection with the Terms and conditions or directly or indirectly from:
    1. (a) The Investors' use or inability to use the Services;
    2. (b) delays or disruptions in the Services;
    3. (c) viruses or other malicious software obtained by accessing, or linking to, the Services;

4. (d) glitches, bugs, errors, or inaccuracies of any kind in the Services;
5. (e) damage to the Investor's hardware device from the use of the Services; or
6. (f) the content, actions, or inactions of an Entrepreneur.

2. 9.2.2 the Funding Room cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of the Entrepreneurs purported identities or the validity of the information which they provide or post on [thefundingroom.co.uk](http://thefundingroom.co.uk);
3. 9.2.3 the Funding Room cannot guarantee the continuous operation of or access to our Services. Such functionality is beyond the Funding room's control; and
4. 9.2.4 the Funding Room's total liability to the Investor in respect of all other losses arising under or in connection with the Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the payment made by the Investor in accordance with clause 6 above.

3. 9.3 This clause 9 shall survive termination of the Terms and Conditions.

## 10. Termination

10.1 Without limiting other remedies, the Funding Room may terminate the Services and close an Investor's account if:

1. 10.1.1 The Investors acts in a manner which is contrary to public policy or may breach any legal obligations;
2. 10.1.2 The Investors, in the opinion of the Funding Room, acts or uses their account in an unsatisfactory manner;
3. 10.1.3 The Investors infringers the rights of an Entrepreneur;
4. 10.1.4 An Investor breaches any terms of the Terms and Conditions;
5. 10.1.5 The Funding Room, are unable to verify or authenticate any information the

Investor provides;

6. 10.1.6 The Investor accounts which have been inactive for a period of 3 months; or
7. 10.1.7 payment of any fees referred to in clause 6, remain outstanding for a period of

more than 2 weeks from the payment date.

3

10.2 The Investor may terminate the Services by giving the Funding Room one months notice to deactivate their listing.

## 11. Consequences of termination

11.1 On termination of the Terms and Conditions for any reason:

1. 11.1.1 the Investor's listing shall immediately be deactivated.
2. 11.1.2 The Investor shall immediately pay to the Funding Room all of the Funding

Room's outstanding unpaid balances and interest;

3. 11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at

expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the of Terms and Conditions which existed at or before the date of termination or expiry; and

4. 11.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

## **12. Non-solicitation**

1. 12.1 The Investor agrees that that they will not either on their own account or in partnership or association with any person, firm, company, or organisation, or otherwise and whether directly or indirectly during, or for a period of 12 months from, the termination of the Terms and Conditions, solicit, make contact, entice away or attempt to entice away or authorise the taking of such action by any other person, any Entrepreneurs or other Investors for any purpose other than to make an Investment.
2. 12.2 In the event that the Funding Room becomes aware of a breach of clause 12.1, the Funding Room will:

12.2.1 Suspend the Investor's listing without notice whilst we investigate the matter further;

## **13. Data Protection**

**The Investor acknowledges and agrees that details of the Investor's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Funding Room.**

## **14. General**

### **1. 14.1 Assignment and other dealings.**

1. 14.1.1 The Funding Room may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Terms and Conditions and may subcontract or delegate in any manner any or all of its obligations under the Terms and Conditions to any third party or agent.
2. 14.1.2 The Investor shall not, assign, transfer, subcontract or deal in any other manner with any or all of its rights or obligations under the Terms and Conditions.

### **2. 14.2 Notices.**

1. 14.2.1 Any notice or other communication given to a party under or in connection with

the Terms and Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax (or e-mail).

2. 14.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first class post or other next working day delivery service, at (9.00 am) on the (second) Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax (or e-mail), one Business Day after transmission.
3. 14.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **3. 14.3 Severance.**

1. 14.3.1 If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.
2. 14.3.2 If (one party gives notice to the other of the possibility that) any provision or part-provision of the Terms and Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
4. 14.4 **Waiver.** A waiver of any right under the Terms and Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
5. 14.5 **No partnership or agency.** Nothing in the Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
6. 14.6 **Third parties.** A person who is not a party to the Terms and Conditions shall not have any rights to enforce its terms.
7. 14.7 **Variation.** Except as set out in these Terms and Conditions, no variation including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Funding Room.
8. 14.8 **Governing law.** These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
9. 14.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

The above terms and conditions are hereby agreed.

Signed on behalf of the Investor

Signed on behalf of the Funding Room