



Funding Souq:
General Terms of Use

1. General

- The website [www.Funding Souq.ae](http://www.FundingSouq.ae) is operated by Funding Souq P2P Limited, a company incorporated in the Dubai International Financial Centre, under licence number F005822 and whose registered office and principal place of business is at 22, Fintech Hive, DIFC, Dubai, UAE ("**Funding Souq**") and these terms and conditions of use ("**Terms**") apply to you as a user of the Site, including the products, services, tools and information made available on the Site. Please read these Terms carefully before using the Site. By using the Site in any capacity, you agree that:
 - (i) you have read and familiarised yourself with these Terms;
 - (ii) you understand these Terms; and
 - (iii) you agree to be bound by these Terms when using the Site.
- If you do not agree to these Terms, you should immediately stop using the Site. We reserve the right to modify or amend these Terms, the Site or any content on the Site from time to time, including for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of the Site.
- You are advised to check these Terms periodically to ensure that you are aware of, and are complying with, the current version. Changes are binding on users of the Site and will take effect immediately from posting of the revised documentation on the Site. You agree to be bound by such variation and your continued use of the Site shall constitute your acceptance of such variation. We will indicate on the Site that the Terms have changed. You accept that, by doing so, we have provided you with sufficient notice of such change.
- If you elect to become a Business or Investor on Funding Souq, you must comply with our **Business Terms** or **Investor Terms**, as applicable. These Terms should be read alongside, and shall apply in addition to, our Business Terms or our Investor Terms and our **Finance Conditions** (all made available during our sign-up process) and our **Privacy Policy** (accessible at [www.Funding Souq.ae/privacy-policy](http://www.FundingSouq.ae/privacy-policy)), which incorporated into these Terms by reference.
- We may perform any of our obligations, and exercise any of the rights granted to us under these Terms, through a third party. We may novate and assign any or all our rights and obligations under these Terms to any third party.
- If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.
- No single or partial exercise, or failure or delay in exercising any right, power or remedy by us, shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.
- If any of the provisions in these Terms is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.
- All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms, and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

- These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, Funding Souq and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you and us.
- These Terms, together with the documents referred to in them, and any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the Dubai International Financial Centre. You irrevocably submit to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre over any claim or matter arising under or in connection with these Terms.

2. Disclaimer and risk warning

- When you agree to finance from any individual or company via the Site, you will be entering into a contract directly with that third party and not with us. Any arrangement made between you and any third party is at your sole risk and responsibility.
- You acknowledge and agree that no content published on the Site constitutes a recommendation that any particular facility, portfolio of facilities, transaction or facility strategy is suitable or advisable for you or any other specific person.
- You further understand that neither we nor any of the information providers, their affiliates nor any third parties will advise you personally concerning the nature, potential, advisability, value or suitability of any facility, portfolio of facilities, transaction, facility strategy or other matter.

3. Site Content

The content and material available on the Site is for informational purposes only and is not intended to address your particular requirements. In particular, the content and material available on the Site does not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell facilities, securities or any other financial services and is not intended to be relied upon by you in making (or refraining from making) any specific facility or other decisions. We recommend that you seek independent advice from a financial adviser before making any such decision.

4. No Offer:

Nothing included on the Site constitutes an offer or solicitation to sell, or a distribution of, facilities and related services to anyone in any jurisdiction.

5. Value of Facilities:

- The value of facilities and the income derived from them can fluctuate, and you may not necessarily recover the amount you lent.
- Past performance of a company or a facility is not necessarily a guide to its future performance.
- It may be difficult for you to sell or value certain facilities or to obtain reliable information about their value or the extent of the risks to which they are exposed.

6. **Accuracy of information on site:**

- You acknowledge and agree that prices, descriptions and other financial data made available on the Site are compiled from third-party sources believed to be reliable, and, where possible, such data is verified by us as far as is commercially possible. Notwithstanding this, you acknowledge and agree that the calculations, profiles and data available on the Site are made using such third-party data, and that neither such data nor such calculations are guaranteed by these sources, by us, nor by the information providers or any other person or entity and may not be complete or accurate.
- You acknowledge and agree that rates advertised by us on the Site are indicative only and are subject to economic, business and other factors outside our control and we do not guarantee that the rates advertised will be available to you at any point in time.

7. **Disclaimer of warranties**

- Funding Souq makes no warranties of any kind in respect of the Site and its contents and hereby disclaims any and all such express or implied warranties, except those that cannot be lawfully excluded.
- We accept no liability if communications sent via the Site are intercepted by third parties, not delivered, delayed or incorrectly delivered.

8. **Eligibility and registration**

- The minimum age of access and registration to the site is eighteen years old (measured according to the Gregorian calendar) and have full legal capacity. By entering, using and registering on the Site, you warrant, represent and undertake that you possess the legal right and experience, knowledge and ability to do so and that you have read and understood these terms and that the information provided during the registration process is accurate, current and complete.

9. **Waiver of conflicts of interest**

- You acknowledge and agree that Funding Souq, its affiliated companies, officers, employees or some other person connected to it will not be required to disclose to you and will have no obligation to you in respect of any interest, relationship or arrangement that is material in relation to a facility or transaction you enter into via the Site and which could give rise to a conflict of interest that it may have, unless required by the applicable law.

10. **Your login details**

- You are responsible for all information and activity on the Site by anyone using your username and password. Accordingly, you must take steps to protect the confidentiality of your details and notify Funding Souq immediately if you become aware of any disclosure, loss, theft or unauthorised use of the same.
- You may not transfer or resell your username or password to any third party.

- If you authorise an employee, sub-contractor or agent to use your login details you will be responsible for their activity on the Site. We reserve the right not to act on your instructions where we suspect suspect illegal or fraudulent activity or unauthorised use.

11. Limitation of liability and indemnity

- You use the Site entirely at your own risk.
- Neither we nor any of our affiliates, agents, officers, employees, suppliers or licensors will be liable to you or anyone else for any:
 - decision made or action taken or not taken by you in reliance on the Site or its content;
 - loss or injury resulting from use of the content or the Site, in whole or part, other than arising through gross negligence of Funding Souq itself;
 - losses, damages, liabilities, claims or expenses whatsoever arising out of or referable to your use of the Site or its content; or
 - loss resulting from a cause over which we do not have control.
- Funding Souq's total liability to you in connection with these and any other terms and under the FC shall not exceed AED 10,000.
- You shall indemnify us in full in respect of any liability incurred by us for any loss, cost, damage, or expenses howsoever caused, or suffered by us as a result of your breach of these or any terms.

12. Availability of the Site

- Access to the Site is offered on an “as is” and “as available” basis only.
- Funding Souq reserves the right to limit the availability of the Site to any person, geographic area or jurisdiction and/or to terminate access to the Site, at any time and in our sole discretion.
- Funding Souq may impose limits or restrictions on the use of the Site at any time and without notice to you.

13. Warranties in respect of use of Site

- You hereby warrant, represent and undertake that you will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Site;
- You further warrant, represent and undertake will not or allow for anyone else to:
 - use the Site in any manner that could, or could reasonably be expected to, damage or overburden Funding Souq’s systems;
 - use any mechanism or tool to process, monitor, copy or extract any web pages on the Site, or any of the information or data of any type contained within or accessible through the Site without our prior written permission;
 - use any mechanism or tool to aggregate or combine information, content or data contained within or accessible through the Site with information, content or data accessible via or sourced from any third party;
 - use any mechanism or tool to interfere or attempt to interfere with the proper working of the Site or any transactions occurring on it;
 - transmit, store, create or otherwise publish or make available through the Site any content that is likely to cause confusion to users of the Site or content which is unlawful,

libellous, defamatory, offensive to any religious or moral groups, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable;

- misuse the Site by knowingly introducing any material which may be malicious or technologically harmful;
- attempt to gain unauthorised access to the Site or any part of its infrastructure or its processes;
- attempt to attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- attempt to discover in any way any source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Site; or
- copy, reproduce, alter, modify, create derivative works from, or publicly display, any part of any content from the Site without our prior written permission. You are permitted to download and print content from the Site solely for your own personal use or in the course of your business to the extent required to use the services provided on the Site.
- Funding Souq has no responsibility to store or maintain information on the Site and you are solely responsible for securing copies of any content you require, post or store on the Site at your sole cost and expense.
- Funding Souq may report a breach of any of your obligations under these terms which is also a breach of the applicable law to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them.

14. **Intellectual property rights**

- Unless otherwise stated herein, all information provided by you through the Site will fall to become the intellectual property of Funding Souq. Funding Souq reserves the the right to refuse to post, remove, edit or abridge any information for any reason and to disclose any information as we deem necessary.
- Funding Souq owns all present and future rights in the nature of copyright, trademark and intellectual property rights existing in, or in relation to, the Site and Funding Souq.
- If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents, now or in the future, as may be required in order to assign such intellectual property rights to Funding Souq.
- You shall retain ownership of all proprietary information that has been copyrighted in data and that you upload or submit to the Site. You grant us a worldwide, perpetual, exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

15. **Confidentiality**

You undertake that you shall not divulge or communicate to any person (except to professional representatives or advisers or as may be required by law or any legal or regulatory authority) any Confidential Information, and will use your best endeavours to prevent the unauthorised publication or



disclosure of any Confidential Information, and will only use such Confidential Information for the purposes of proposing, considering or making transactions through Funding Souq. "**Confidential Information**", for the purposes of this clause, shall mean all information in whatever form (including in visual, oral or electronic form) relating to Funding Souq, any Investor or Business or an individual or a company that was previously a Investor or a Business, which is provided or disclosed through Funding Souq (or its employees or agents) in connection with the use of the Site.

16. **Termination**

- Funding Souq reserves the right to terminate your access to the Site and your account for any or no reason, at any time, with or without notice to you and without incurring any liability to you, however that liability may arise.
- All restrictions and disclaimers and exclusions and limitations in respect of Funding Souq's liability will survive any termination.