

Capitalise website terms of use

This website is operated by Capitalise.com PlatformLtd (**we, us, our** or Capitalise). Our registered company number is 09256446 and our registered address is at 3rd Floor, 2 Valentine Place, London, SE1 8QHL, United Kingdom.

These terms, together with the [Capitalise Terms of Use](#), set out the basis on which you are allowed to use this website. Your use of the website will be subject to these terms, and if you use this website as a borrower, lender or introducer, your use will also be subject to the [Capitalise Terms of Use](#). By using the website you agree to be bound by these terms and the [Capitalise Terms of Use](#).

The way in which we use personal data relating to you is explained in our [privacy and cookies policy](#), which forms part of these terms.

We may change these terms (including the [Capitalise Terms of Use](#) and our [privacy and cookies policy](#)) from time to time. If we do so, we will update the terms on the website. Your use of the website will be taken as your acceptance of the latest version of these terms.

These terms were last updated on 9th July 2019.

[What you are allowed to do](#)

[What you are not allowed to do](#)

[Access to the website and the Capitalise services](#)

[Availability, content and standards](#)

[External links](#)

[Intellectual property rights](#)

[Personal information](#)

[General](#)

[Contacting us](#)

[What you are allowed to do](#)

You may only use the website for your internal business purposes in accordance with these terms and the [Capitalise Terms of Use](#). You may retrieve and display content from the website, print and copy individual pages for your internal business purposes and, subject to the next section, store such pages in electronic form.

Additional terms may also apply to certain features, parts or content of the website. Where they apply, the additional terms will be available at the relevant part of the website and you may only use the relevant feature, part or content in accordance with those terms.

[What you are not allowed to do](#)

You may only use the website for lawful purposes, and you are not allowed to:

- copy any part of the website (except as permitted above, and to the extent that copying occurs automatically in the normal course of your accessing the website using a browser);

- store pages of the website on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the pages of the website;
- modify, translate, or otherwise create derivative works from any part of the website;
- interfere with, or disrupt, the provision of the website or its use by anyone else, or remove or change any content of the website;
- upload to the website and/or use the website to store or transmit any malicious code or harmful programs designed to adversely affect the operation of any computer software, hardware or network;
- attempt to circumvent the website's security, gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website; and
- create links to the website from any other website without our written consent.

We reserve the right to withdraw linking permission in our discretion.

If you wish to use any material on the website in any way or for any purpose that is not authorised in these terms, please contact us at support@capitalise.com.

All rights granted to you under these terms will terminate immediately if you are in breach of any of them.

[Access to the website and the Capitalise services](#)

It is your responsibility to ensure that your computer, tablet or mobile system (as applicable) meets all the necessary technical specifications to enable you to access and use the website.

Certain features, parts or content of the website are restricted to lenders, borrowers and introducers who have registered with us. In order to access those features, parts of content, you must register for and open an account with us via the website as required by the [Capitalise Terms of Use](#). Please refer to the [Capitalise Terms of Use](#) for further details.

You must ensure that any registration details you provide are accurate. In doing so, you must ensure that all of the details that you give us are accurate and complete, and are kept up-to-date.

You must treat your log-on ID (e.g. username and password or other identifier(s)) as confidential and must not reveal them to anyone else or allow anyone else to use them. You must notify us immediately via support@capitalise.com if anyone else has become aware of your ID in circumstances in which there is a risk of misuse or if you have any reason to believe that there is any other risk of any unauthorised use of your account.

Unless you have notified us that something has happened to cause a risk of unauthorised use of your ID, then any activities that occur under your ID will be treated as if they were carried out by you.

In addition to our rights set out in the [Capitalise Terms of Use](#), we reserve the right to disable your log-on ID, at any time, if in our opinion:

- you have not complied with any of these terms;
- any details you provide for the purposes of registering as a user are or may be false; or
- there is any other risk to the security or integrity of our website.

[Availability, content and standards](#)

We will use reasonable efforts to ensure that the website is available as much of the time as possible, but we cannot guarantee that it will be available all of the time. There may be times when certain features, parts or content of the website, or the entire website, become unavailable (whether on a scheduled or unscheduled basis). We reserve the right to modify, suspend or withdraw the website at any time without notice to you. We will not be liable to you or any third party for any unavailability, modification, suspension or withdrawal of the website or any features, parts or content of the website for any period.

We may impose limits on certain features of the website or restrict your access to parts or all of it without notice or liability.

Except as expressly set out in these terms, we do not give or enter into any condition, warranty or other term to the effect that the website is or will be free from defects, or that it will comply with any particular standards.

While we try to make sure that all information on the website is correct, it is not intended to amount to advice on which reliance should be placed. You should check with us or the relevant information source and exercise your own judgement before acting on any such information. To the fullest extent permitted by law, we will not be liable for any loss or damage incurred as a result of your reliance on any of the content on the website.

We cannot and do not guarantee that any content of the website will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

[External links](#)

Our website may include links to other websites to provide you with access to information and services that you might find useful or interesting. We have no control over and are not responsible for the content of these other websites or for anything provided by them and do not guarantee that they will be available at any given time. The fact that we include links to such external websites does not imply any endorsement of or association with their operators, and we provide no warranties in relation thereto.

[Intellectual property rights](#)

All intellectual property rights in any content on the website (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors.

We give you a non-exclusive, non-transferable and non-sublicensable licence to use and access the website and its content solely for your own internal business use as permitted by these terms.

If you print off or copy pages from the website as permitted by these terms, you must not remove any copyright, trade mark or other intellectual property right notices from the content.

Except to the extent expressly set out in these terms, you are not being given any rights in respect of any intellectual property rights owned by us or our licensors and you acknowledge that you do not acquire any ownership of, or other rights in relation to, any such intellectual property rights by downloading any content from the website or otherwise.

[Our liability](#)

We will not be liable to you for any: (i) losses which arise as a result of your unauthorised use of the website (including any breach by you of these terms); or (ii) losses that were not caused by our breach of these terms.

We will not be liable to you for any: (i) loss of profits; (ii) loss of revenue; (iii) loss of anticipated savings; (iv) loss of business; (in each case whether such loss is direct or indirect); or (v) indirect, consequential or special loss or damage.

Nothing in these terms shall in any way limit or exclude our liability for negligence causing death or personal injury, for fraudulent misrepresentation or for anything which may not be legally excluded or limited.

[Personal information](#)

Use of any personal information you submit via the website is governed by our [privacy and cookies policy](#).

[General](#)

These terms and your access and use of the website will be governed by English law. Any dispute regarding the website or these terms will be dealt with by the English courts. Nothing will prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

If any part of these terms is found to be unenforceable, all the other parts shall remain unaffected.

All notices given by you to us must be given in writing to the address set out at the end of these terms.

If we do not enforce any of our rights, that does not mean that the rights concerned have been waived.

[Contacting us](#)

If you have any questions about these terms or any problems concerning the website or its use, please contact us:

- by emailing us at support@capitalise.com; or
- by writing to us at 3rd Floor, 2 Valentine Place, London, SE1 8QH, United Kingdom.