

Borrower Terms and Conditions

Information on borrowing with GO2



GO2
Business Loans

Terms and Conditions for Borrowers

If you decide to become a member of www.go2businessloans.co.uk (the "GO2 Website") you must comply with these terms and conditions. These terms and conditions should be read alongside, and are in addition to our privacy policy, website terms of use, cookie policy and acceptable use policy (each as amended from time to time) (accessible online at [Website terms of use](#)) (the "Terms").

Please read these terms and conditions carefully and print a copy for your future reference. By using this platform and the services provided via the platform or by any other systems provided by GO2, you confirm that you have read, understood and agree to the Terms and where you are acting on behalf of an LLP or limited company (a "Corporate Entity") that they agree to the Terms. If you do not agree to the Terms, you must stop using this platform immediately.

References in these terms and conditions to "we", "us" and "our" means GO2 Partners Limited. References to "systems" or "platform" means the GO2 Website, other online services provided by us and any data managed by, displayed on or transmitted from such services. References to "you" and "your" mean a registered user of the platform and the services provided via our systems, whether as an individual or on behalf of an entity which meets the borrower criteria set out below.

Each agreement between each lender and borrower comprises our standard loan conditions and term sheet (as may be amended from time to time in accordance with these terms and conditions) (together the "Loan Contract"). The Loan Contract is a separate agreement between you and the lender and is governed by separate terms and conditions. If there is a conflict between these terms and conditions and the Loan Contract, the Loan Contract will prevail.

As a Corporate Entity when you use this platform and the services provided via the platform, agree to these terms and conditions or enter into a Loan Contract, you warrant that you are duly authorised to act on the Corporate Entity's behalf.

1. About us

- 1.1. GO2 Partners Limited is a company incorporated in England and Wales, whose registered number is 8317900 and whose registered office and principal place of business is at Ocean Village Innovation Centre, Ocean Village, Southampton, Hampshire SO14 3JZ United Kingdom ("GO2").
- 1.2. GO2 is registered with the Information Commissioner (ZA064438) and the Financial Conduct Authority (629927).
- 1.3. GO2 is registered for value added tax ("VAT") with number 186046396.

2. How to become a borrower

- 2.1. To be a borrower on GO2 you must meet the following criteria:
 - 2.1.1. be a UK company or UK LLP, be registered with Companies House and have filed accounts with Companies House for the previous 2 consecutive financial years;
 - 2.1.2. be actively trading as a business and have actively traded for at least 2 years;
 - 2.1.3. have a valid UK bank or building society account;
 - 2.1.4. meet minimum credit and fraud risk criteria as determined in GO2's sole discretion.
- 2.2. GO2 may in its sole discretion refuse any prospective borrower from becoming a borrower on the GO2 Website regardless of whether the prospective borrower meets the criteria in clause 2.1.
- 2.3. As part of the registration process we will need to authenticate the identity of the business and certain people authorised to act on its behalf. We will do this using credit reference agencies and may also require you to send us copies of the relevant passports or other identification documents and anything else that we may need. If you do not provide all requested identification documents, you will not be able to borrow on the GO2 platform.
- 2.4. Once you are registered on the platform and have applied to borrow through GO2, we will carry out credit and fraud checks on your partners, members or directors using credit reference agencies. GO2 uses its own internal guidelines and policies when assessing applications but has complete discretion as to whether we allow you to be a borrower on the GO2 platform.
- 2.5. You warrant to GO2 that all information provided to us in the course of the application and borrowing process is true and accurate in all respects. You will update us if any of the information you provide to us changes.
- 2.6. You warrant and represent that you have disclosed to us any circumstances that you are aware of (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against the borrower by any third party) which could or might result in a material adverse change in your financial condition, business or assets.
- 2.7. You agree with us that you will promptly provide full details to GO2 upon you becoming aware of or suspecting that any of the circumstances in clause 2.6 have occurred or may occur, and will also provide GO2 with such information as it may reasonably require about your financial condition, business and affairs from time to time.

- 2.8. You warrant and represent that you have disclosed to us and if you become aware you will disclose to us any current or future claim (or potential claim) by HM Revenue & Customs (or any other governmental department or agency or other public body), any tax investigation against you and you confirm that your tax affairs are up to date, you may not accept a loan unless you have provided GO2 with full details of such claim (or potential claim) and we have agreed in writing that you are still eligible to accept loans.
- 2.9. You agree that you will inform us of any material change to your business since the date of your last accounts filed at Companies House.

3. Username and password

- 3.1. On registering with us, you must provide a username and email address, enter a password and provide answers to three security questions. These must be used in order to access certain restricted parts of the platform. Each time you access your GO2 borrower account you will need to enter your email address, password and answer one security question. Your username and password are personal to your GO2 borrower account and are not transferable.
- 3.2. Your username, password and the answers to security questions are the methods used by us to identify you and so you must keep them secure at all times. You are responsible for all information and activity on the platform by anyone using your username and password. If you authorise an employee, sub-contractor or agent to use your GO2 borrower account, you will be responsible for their activity on the platform. Any breach of security, loss, theft or unauthorised use of a username, password or security information must be notified to us immediately using the contact details given at clause 16 below.
- 3.3. You agree not to adapt or circumvent the systems in place in connection with the platform, nor access the platform other than through normal use of it.
- 3.4. We reserve the right not to act on your instructions where we suspect that the person logged into your GO2 borrower account is not you or we suspect illegal or fraudulent activity or unauthorised use.

4. The borrowing process

- 4.1. Where you are a Corporate Entity, we will require directors and/or shareholders or members (as the case may be) to give a personal guarantee before any funds are released by us to you.
- 4.2. Where you are a Corporate Entity, we may also require:
 - 4.2.1. you to grant a debenture in favour of us in our standard form; and/or
 - 4.2.2. you to provide any other security as determined by GO2 in its sole discretion.

- 4.3. Once we have agreed to allow your application onto the GO2 platform, a loan request page will be displayed on the platform. The term sheet forming part of the Loan Contract will contain your name. Please see our [privacy policy](#) for details of the information we collect from you (as updated from time to time). We may amend details you provide on your loan request page (except information identifying you) at our discretion.
- 4.4. Once the loan request page is posted, the auction process can start and prospective lenders will start bidding to lend to you parts of the amount you have requested. The auction process will set the interest rate for each part of the loan. The auction process shall expire on the earlier of (i) the date of your acceptance of a loan which is at least 75% funded and (ii) the date set by the borrower (unless otherwise extended by GO2 in its absolute discretion). Where the loan requested is a fixed rate loan (being a loan taken out to acquire a specific asset, a loan secured against a property, or other type of fixed rate loan), the interest rate charged will be fixed by GO2 upon receipt of the loan request and the auction process will be a fixed rate auction.
- 4.5. The information on the loan request page can be edited at any time before the auction begins. After the auction has started you cannot amend the loan request page until the auction period expires, or if you accept a loan you will not be able to amend the loan request page until such time as the entire loan has been repaid in full.
- 4.6. GO2 gives each borrower a risk band classification at the time a loan request is processed, which is based on information included in the borrower's application and the results of an online check made with credit reference agencies. GO2 does not check or edit the information submitted or uploaded by a borrower.
- 4.7. GO2's principal role is to perform introductory functions on behalf of borrowers and lenders in order to bring together prospective borrowers and lenders, to provide a stream-lined process for entering into loans (including the development of standard form loan conditions) and to facilitate the payment and collection of sums due under or in connection with those loans (including certain limited actions upon a borrower's default as set out in these terms and conditions).
- 4.8. GO2 accepts no responsibility and disclaims all liability for any information about a borrower made available to prospective lenders through the GO2 platform or for risk band classifications. GO2 may from time to time, but accepts no obligation to, update or amend at any time borrower's information or the risk band classification (including between when the loan request is first made and when it is entered into, and during the term of any loan).
- 4.9. Once the loan is at least 75% funded it will be offered to you at the weighted average interest rate for all the loan portions. The offer will remain open and available for acceptance until 6pm on the fifth business day after the day that the auction period expires. GO2 may, in its absolute discretion, extend the period that the offer remains

open and available for acceptance. If you do not accept the offer within this period then your loan request will be cancelled, and any funds bid will be released back to lenders. There is no obligation on you to accept the loan request offer. Interest shall only accrue from the date the auction period expires if you accept the offer.

- 4.10. Once you have accepted the aggregated loan request offer, you automatically enter into a separate and legally enforceable Loan Contract with each of the lenders for each relevant loan part. The Loan Contract will be generated automatically to include the term sheet, which set out the specific details of the loan, and our standard loan conditions. **The first time you borrow on the GO2 Website you will be required to accept the loan conditions for all your on-going borrowing. You will be deemed to accept the loan conditions by ticking a box when prompted.** The money is then posted from each of the relevant GO2 lender accounts by us to your GO2 borrower account where it can be transferred to your bank or building society account. Once you have accepted a loan it cannot be cancelled for any reason (although, for the avoidance of doubt, it may be repaid in full at any time in accordance with clause 6.3 of these terms and conditions).
- 4.11. If your loan request has not been at least 75% funded within the stated auction period we will remove it from the platform within two months from the start of the auction process.
- 4.12. Each loan will be for the period specified in the Loan Contract applying to it.
- 4.13. In all Loan Contracts and loan part transfer documentation we will quote a lender's address as being "c/o GO2 Partners Limited" and state GO2's postal address. Each borrower agrees that all notices and communications to be given to a lender will be sent to GO2 on that lender's behalf and that this is sufficient to identify the lenders for the purposes of the Loan Contracts.
- 4.14. Notwithstanding any other clause in these terms and conditions GO2 (acting as agent on behalf of the lenders) may agree with the borrower to restructure the loan and amend the Loan Contract. You acknowledge and agree that GO2 may require additional security documentation to be executed by you (and any guarantor as the case may be) as a condition of agreeing to any restructuring.
- 4.15. You agree that each loan shall be used solely for the purpose stated in its applicable loan request.
- 4.16. You agree that a Lender ("**Existing Lender**") may transfer their rights and obligations under a loan to another Lender ("**New Lender**") at any time ("**Loan Transfer**"). If a Loan Transfer takes place you agree to release the Existing Lender from all their obligations under the Loan Contract. You agree that the New Lender will have the benefit of the rights held by the Existing Lender and will be bound by the obligations of the Existing Lender under the Loan Contract from the date of the Loan Transfer.

5. Borrower fees

5.1. If you accept a loan, we will charge:

5.1.1 a completion fee of 2% (plus VAT) of the amount borrowed for a loan with a term of up to twelve months;

5.1.2 a completion fee of 3% (plus VAT) of the amount borrowed for any loan with a term of more than twelve months but less than thirty six months;

5.1.3 a completion fee of 5% (plus VAT) of the amount borrowed for any loan with a term of more than thirty six months; or

5.1.4 a completion fee of 5% (plus VAT) of the amount borrowed for any loan that is taken out to acquire a specific asset.

We will deduct the completion fee from the amount borrowed before it is transferred to you so you will receive the amount borrowed less the completion fee and less the fees detailed in clause 5.3 below.

5.2. The above fees cover our role in providing services in relation to the introduction between you and the lenders.

5.3. You agree that GO2 Recoveries (defined in clause 7.1) shall be entitled to be repaid and indemnified for all costs incurred by GO2 Recoveries in connection with any registration of the security constituted by any debenture or legal mortgage or chattels mortgage or any other security held from time to time in respect of your obligations under the Loan Contract at Companies House, the Land Registry or any other body (as may be appropriate) and that GO2 will deduct these fees (on GO2 Recoveries' behalf) from the amount borrowed before the loan is transferred to you so you will receive the amount borrowed less the completion fee detailed in clause 5.1 above and less the costs detailed in this clause 5.3.

6. Repaying the loan

6.1. The monthly or other scheduled repayments payable to each lender on each loan part in respect of the loans you borrow will be set out in the Loan Contract(s).

6.2. We will collect the repayment amounts each month or as otherwise set out in the Loan Contract(s) from your bank or building society account by standing order. We will collect the repayment amount due up to five business days before the date specified in the Loan Contract in order to ensure that funds are received and distributed to lenders.

6.3. The monthly or other scheduled repayments payable by you can be viewed in the My Account section of the platform. You may repay an entire loan early at any time at no

extra cost provided you pay the interest due up to the next monthly repayment date and the principal amount outstanding.

- 6.4. In certain circumstances, GO2 may (but is not obliged to) amend certain terms of the Loan Contract by entering into an amendment to the term sheet with you. In doing so, GO2 is authorised to act as agent on behalf of the lenders in accordance with its agreed terms and conditions with the lenders in agreeing such amendments and entering into the amendment to the term sheet.

7. Security

- 7.1. Where the loan is secured, the following security provisions will apply:

7.1.1. Where the loan is a secured loan, each loan and your obligations under the Loan Contract will be secured by way of a debenture between you and GO2 Recoveries ("GO2 Recoveries"), or in some cases a chattels mortgage between you and GO2 Recoveries or in some cases an all assets security agreement and a chattels mortgage between you and GO2 Recoveries, and any future security that a lender or GO2 Recoveries may take in respect of the debt due under the loan. If you are unable to make repayments under a Loan Contract and amounts remain outstanding when due or you default in meeting any material obligations of a loan, GO2 may instruct GO2 Recoveries (as security holder on behalf of the lenders) to enforce the security constituted by the debenture or chattels mortgage.

7.1.2. Where the loan is secured against a property, each loan and your obligations under the Loan Contract will be secured by way of a legal mortgage between you and GO2 Recoveries and in some cases a debenture between you and GO2 Recoveries, and any future security that a lender or GO2 Recoveries may take in respect of the debt due under the loan. If you are unable to make repayments under a Loan Contract and amounts remain outstanding when due or you default in meeting any material obligations of a loan, GO2 may instruct GO2 Recoveries (as security holder on behalf of the lenders) to enforce the security constituted by the legal mortgage and debenture.

- 7.2. Where GO2 Recoveries holds a debenture and/or a legal mortgage and/or a chattels mortgage in respect of a particular loan that debenture and/or a legal mortgage and/or a chattels mortgage will generally operate to secure all monies due from you to all lenders on the GO2 platform from time to time.

8. Missing payments

- 8.1. If at any time you believe that you may not be able to make one or more repayments under a Loan Contract, contact us immediately. If you miss a payment or only partially pay the amount due, we (ourselves or through an agent acting on our behalf) will

contact you and ask you to explain why and will also attempt to recollect the payment the business day after the payment was due or as soon as possible thereafter. If our attempt to collect the funds fails, three business days after the payment was due, your account will be treated as an overdue account, we will contact you, you will be charged a fee of £30.00 (plus VAT) which is in addition to the outstanding sums due under the Loan Contract and we will continue to attempt to collect the funds. This fee will be charged on the date the next payment is due under the Loan Contract. We may refer the missed payment to a debt collections agency (the "Collections Agency"), who will attempt to collect the money on the lenders' behalf.

- 8.2. If payment has still not been made ten business days from the date payment was due under the Loan Contract, the loan will be placed in default and we will issue you with a default notice and termination notice and will pursue you for the total loan amount outstanding plus costs and interest. GO2 or the Collections Agency (acting on GO2's behalf) may also charge you an administration fee of £250.00 (plus VAT) which would be in addition to the sums due under the Loan Contract. This fee will be charged on the date the next payment is due under the Loan Contract. The Collections Agency and/or GO2 may also charge other fees to cover tracing charges, field agents' costs, legal fees, litigation costs, expenses, other such fees as set out in the loan conditions and any other costs incurred by GO2 or the Collections Agency. GO2's fees shall be charged at £100 per hour (plus VAT) for administrative time and £250 per hour (plus VAT) for directors' time.
- 8.3. If we and/or the Collections Agency is still unable to collect the debt, lenders will novate their debt to GO2 Recoveries which may take such steps as it considers necessary or desirable to recover the amount owed including without limitation to sell the novated debt to a debt purchaser or otherwise to pursue you (and any relevant guarantor, as the case may be) for the outstanding amounts through third party debt collection agencies and/or the courts. If such further action is necessary, it is likely that significant costs will be incurred which will be passed on to you as the defaulting borrower. These fees are more particularly described in the loan conditions.
- 8.4. Notwithstanding the provisions in clauses 8.1 to 8.2 above, time is of the essence with regard to payment of each monthly repayment. Accordingly, GO2 may, if it considers it necessary or desirable to, terminate the loan and demand immediate payment of the full amount of the loan (with all outstanding accrued interest) plus costs if any repayment is missed or only partially repaid (and such missed repayment is not remedied within ten business days), or if you (or any guarantor of the loan) enters or is deemed to be likely to enter any formal or informal insolvency process. In circumstances where the relevant loan or loans are secured, GO2 Recoveries will take the steps outlined in clause 7 above.
- 8.5. In circumstances where the relevant loan or loans are taken out to acquire a specific asset, GO2 Recoveries may (or its authorised representatives may), without notice and

at your expense, retake possession of the business asset or assets and for this purpose may enter any property, site or premises at which the assets are located as detailed under the underlying conditional sale or lease agreement.

9. Terminating your membership of GO2

- 9.1. If you no longer want to be a member of GO2 and provided you have no Loan Contracts currently in force, you can let us know and we will end your membership.
- 9.2. We may end your membership of GO2 at any time and for any reason, including but not limited to if:
 - 9.2.1. you breach the Terms;
 - 9.2.2. you breach any term or condition of the Loan Contract, or any security document;
 - 9.2.3. you enter into any other new unsecured borrowing arrangement;
 - 9.2.4. you give any fixed or floating charge security to any third party after the date that the Loan Contract is entered into without our prior written consent;
 - 9.2.5. we suspect that you have committed fraud, been involved in money laundering or other criminal activities;
 - 9.2.6. you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a Corporate Entity) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
 - 9.2.7. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
 - 9.2.8. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
 - 9.2.9. a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within ten business days;

- 9.2.10. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a Corporate Entity);
- 9.2.11. a person becomes entitled to appoint a receiver over your assets;
- 9.2.12. any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.6 to clause 9.2.11 (inclusive);
- 9.2.13. you suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of your business;
- 9.2.14. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfill your obligations under these terms and conditions has been placed in jeopardy;
- 9.2.15. you use the GO2 platform or any information accessible on or obtained from it for the purpose of canvassing or soliciting any person or enticing any person away from GO2; or
- 9.2.16. you use the GO2 platform in any of the following ways:
 - (a) in any way that causes, or is likely to cause, the platform or access to it to be interrupted or damaged in any way;
 - (b) for fraudulent purposes, or in connection with a criminal offence;
 - (c) to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam; or
 - (d) to cause annoyance, inconvenience or needless anxiety.

9.3. Termination of your membership of GO2 will not result in a termination of any Loan Contract to which you are a party at that time.

9.4. Within ten business days of termination, we will credit your bank or building society account with any funds left in your GO2 borrower account.

10. Borrower's agreements with GO2

10.1. Membership of GO2 does not in any way constitute an obligation on us to procure funding for borrowers or constitute a warranty by us that funding will be available.

- 10.2. Interest rates advertised by us on the platform are indicative only and we do not guarantee that the rates advertised will be available.
- 10.3. If any personal guarantee is provided of the borrower's obligations, the borrower, directors, shareholders and members represent and warrant that there has been no undue influence or inducement of the guarantor.

11. General terms

- 11.1. The information provided on the platform is directed solely at and is for use solely by persons and organisations that meet the criteria set out in clause 1 above and the equivalent criteria set out in the terms and conditions applying to lenders. This platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation.
- 11.2. You are permitted to download and print content from this platform solely for your own personal use or in the course of your business to the extent required to use the services provided on this platform. Platform content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express written consent.
- 11.3. We are not responsible for content downloaded or posted by lenders or borrowers on the platform.
- 11.4. We will endeavour to allow uninterrupted access to the platform, but access to the platform may be suspended, restricted or terminated at any time.
- 11.5. You agree to use the platform only for lawful purposes and in a way which does not infringe the rights of any anyone else or restrict or inhibit anyone else's use and enjoyment of the platform.
- 11.6. You agree not to use the GO2 platform or any information accessible on or obtained from it for the purpose of canvassing or soliciting any person or enticing any person away from GO2.
- 11.7. You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the platform is free from viruses and anything else which may have a contaminating or destructive effect on any part of the platform or any other technology.
- 11.8. The content and material available on the platform is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other financial services or banking product. If you are unsure about whether a product is suitable you should contact an independent financial adviser.

- 11.9. You are responsible for all costs incurred by you in accessing the platform.
- 11.10. We accept no responsibility or liability for your use of content on the platform and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses or other malicious programs on the platform, we accept no liability for them if they do exist. It is your responsibility to use, update and maintain appropriate antivirus software on your computer.
- 11.11. Information transmitted via the platform will pass over public telecommunications networks. We accept no liability if communications sent via the platform are intercepted by third parties or incorrectly delivered or not delivered.
- 11.12. The platform may contain links to third party websites. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to the platform, or any use of personal data by such third party.

12. Privacy

You agree that any and all personal information you provide to us via this platform may be collected, stored, processed and used in accordance with our current privacy policy (accessible online at [privacy policy](#)).

13. Intellectual property rights

- 13.1. Subject to clause 13.3 below, as between you and us, we own all present and future copyright, registered and unregistered trade marks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the platform.
- 13.2. 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 as we may reasonably request in order to assign such intellectual property rights back to us.
- 13.3. You shall retain ownership of all copyright in data you upload or submit to the platform. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.
- 13.4. We do not warrant or represent that the content of the platform does not infringe the rights of any third party.

14. Your liability to us

- 14.1. You shall be liable to us for any loss or damage suffered by us as a result of any breach of the Terms, any Loan Contract, or any fraudulent use of the GO2 platform.

- 14.2. You will also be further liable to us as contemplated by clauses 7.2 and 5.3 above in circumstances where a loan is to be a secured loan.

15. Our liability to you

- 15.1. We shall not be liable to you for any loss or damage which you may suffer as a result of being a member of GO2 or using the services provided via the platform, except where such loss or damage arises from our breach of these terms and conditions or was caused by negligence, wilful default or fraud by us or our employees. We are not responsible for any breach of these terms and conditions arising from circumstances outside our reasonable control. Our total liability to you in connection with these terms and conditions, your membership of GO2 and your use of the services provided via the platform shall not exceed the greater of: (i) the amount of money you have borrowed giving rise to the liability; or (ii) £25,000.
- 15.2. Nothing in these terms and conditions shall limit our liability for personal injury or death, fraud nor for any other liability the exclusion or limitation of which is not permitted by applicable law or regulation.

16. Contacting us

Should you have any questions about these terms and conditions, or wish to contact us for any reason whatsoever, please [contact us](#) on the GO2 website.

17. Amendments to these terms and conditions

- 17.1. We may update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. We may not always be able to give you advanced notice of such updates or amendments but we will always post them on the platform so that you can view them when you next log in. By continuing to use the platform, you agree to be bound by the terms of these updates and amendments.
- 17.2. These terms and conditions were last updated on 18 August 2015.

18. Other important terms

- 18.1. If any of these terms and conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.
- 18.2. All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.
- 18.3. We may, in whole or in part, release, compound, compromise, waive or postpone, in our absolute discretion, any liability owed to us or right granted to us in these terms and conditions without in any way prejudicing or affecting our rights in respect of that or

any other liability or right not so released, compounded, compromised, waived or postponed. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

- 18.4. 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.
- 18.5. These terms and conditions and the Loan Contracts set out the entire agreement between you and us with respect to your use of the platform and the services provided via the platform and supersede any and all representations, communications and prior agreements (written or oral) made by you or us.
- 18.6. GO2 may assign, transfer, novate or otherwise exercise any of its rights under these terms and conditions by itself or through any company or other legal entity which is under the control or ownership of GO2.
- 18.7. Any notice or other communication given to a party under or in connection with these terms and conditions shall be in writing, addressed to that party at its registered office (if it is a Corporate Entity) or its principal place of business (in any other case) and shall be delivered personally, by pre-paid first class post or e-mail. The notice shall be deemed to have been received, if sent by post at 9.00am on the second business day after posting and if sent by e-mail, one business day after transmission.
- 18.8. Nothing in these 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 party for any purpose.
- 18.9. A person who is not party to these terms and conditions shall not have any rights to enforce its terms.
- 18.10. 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 English law. In the event of any matter or dispute arising out of or in connection with these terms and condition, you and we shall submit to the non-exclusive jurisdiction of the English courts.

Further information

To garner further information on Go2, please visit our website or contact the team on the details listed below:

Email us : info@go2partners.co.uk

Call us : 023 8038 1979

go2businessloans.co.uk



GO2
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