

Lender Terms and Conditions

Information on investing with GO2



GO2
Business Loans

Terms and Conditions for Lenders

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 these systems and the services provided via the platform, you confirm that you have read, understood and agree to the Terms and where you are acting on behalf of an LLP, limited company, partnership or public body (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 platform, the GO2 Website, any 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 lender criteria set out below.

Each agreement between each lender and borrower comprises our standard loan conditions and term sheet (together the "Loan Contract"). The Loan Contract is a separate agreement between you and the borrower 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.

Please note that under clause 7 of these terms and conditions in certain circumstances you grant us the authority to amend the Loan Contract, without the need for your agreement to those changes.

If you are using our systems and the services provided via the platform, agreeing to these terms and conditions or entering into a Loan Contract on behalf of a Corporate Entity 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 lender

- 2.1. To be a lender on GO2 you must meet the following criteria:

- 2.1.1. you must be an individual, partnership, LLP, limited company or public body;
- 2.1.2. if you are lending in your capacity as an individual or member of a partnership you must be over 18 years old;
- 2.1.3. if you are lending in your capacity as an individual or member of a partnership you must be a permanent resident of the UK (excluding the Channel Islands and the Isle of Man);
- 2.1.4. if you are a UK limited company or a UK LLP, you must be registered with Companies House;
- 2.1.5. you must have a valid UK bank or building society account; and
- 2.1.6. you must register your details on the GO2 Website.

Where a prospective lender does not meet the criteria listed above, the lender may be otherwise permitted to become a lender on the GO2 Website by written confirmation from GO2.

- 2.2. GO2 may in its sole discretion refuse any prospective lender from becoming a lender on the GO2 Website regardless of whether the prospective lender meets the criteria in clause 2.1.
- 2.3. 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 streamlined process for entering into loans and to facilitate the payment and collection of sums due under or in connection with those loans (including taking certain actions on behalf of lenders upon a borrower's default or if the borrower becomes, or is likely to become, insolvent as set out in these terms and conditions). Save as set out in clause 7 of these terms and conditions in connection with any amendments that GO2 may make to the Loan Contract in your best interests when acting as agent on your behalf, GO2 will not perform any management functions on a lender's behalf; the lender retains complete control and discretion over whether or not to make a loan to a borrower and over all other aspects of its participation in the GO2 Website and loans made through it. Nothing GO2 does and nothing on the platform is intended to operate or be construed as advice or recommendation by GO2 to enter into a particular loan.
- 2.4. 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 a credit reference agency. GO2 does not edit the information submitted or uploaded by a borrower.
- 2.5. **The provision of a risk band classification is intended to be informative only and a lender must form its own opinion regarding the creditworthiness of a borrower and undertake its own research, analysis and assessment of each borrower for each loan and, where appropriate, seek its own independent financial advice.**
- 2.6. **While GO2 believes that the security documents might provide additional comfort as to the likelihood of repayment, GO2 accepts no responsibility for the likelihood of**

a borrower meeting its financial obligations to lenders through the GO2 platform in circumstances where such recourse to the assets of the borrower is available.

- 2.7. GO2 accepts no responsibility and disclaims all liability for any information about a borrower made available to prospective lenders through the GO2 platform or in respect of risk band classifications. GO2 may from time to time at the end of each month, 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).
- 2.8. You warrant to GO2 that all information provided to us in the course of the registration and lending process is true and accurate in all respects. You will update us if any of the information you provide to us changes.
- 2.9. Once you are registered on the platform and have applied to lend through GO2, we will carry out identity and fraud checks on you as the proprietor, member or director, your business and other members, or directors of the business using credit reference agencies. GO2 uses its own internal guidelines and policies when assessing applications but has complete discretion as to whether to allow you to be a lender on the GO2 platform. If we cannot get adequate information from the credit reference agency then we will ask you to send us copies of the relevant passports or other identification documents plus a utility bill no more than 3 months old for your home address and anything else that we may require. If you do not provide all appropriate identification documents you will not be able to lend on the GO2 platform. We may also suspend or place limitations on trading on your account at any time if we believe it is appropriate in order to comply with our legal obligations. For more details about how we use your information, please refer to our privacy policy. We will then set up a GO2 lender account for you.
- 2.10. You can then transfer money into your GO2 lender account by bank transfer. It is important that you quote your GO2 lender account number in the narrative box when you transfer money using a bank transfer. We require you to use an account held with a UK bank or building society maintained in your sole or joint name.
- 2.11. As soon as we receive and allocate funds to your GO2 lender account you can start lending. There are no fees payable to set up a GO2 lender account.
- 2.12. Money in your GO2 lender account will be held by us in a segregated client account with Barclays Bank plc until or unless it is lent to a borrower at which time it will be transferred to the relevant borrower's GO2 account.
- 2.13. You may only withdraw money from your GO2 lender account in excess of the total value of Active Bids (as defined in clause 6.2 below) you have made from your GO2 lender account. Each withdrawal shall not be less than £100.00 unless the money in your GO2 lender account is less than this amount in which case you may withdraw the remaining sum. Money will be only paid into a UK bank or building society account held in your name or joint name.

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 lender account you will need to enter your email address and password, and answer one security question. Your username and password are unique to your GO2 lender account and are not transferable.
- 3.2. Your username, password and the answers to security questions are how we 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 lender 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 at clause 1 (About us) of these terms and conditions.
- 3.3. You agree not to adapt or circumvent the systems in place in connection with the platform, nor access our systems other than by using the credentials assigned to you and by following the instructions that we have provided for that type of connection.
- 3.4. We reserve the right not to act on your instructions where we suspect that the person logged into your GO2 lender account is not you or we suspect illegal or fraudulent activity or unauthorised use.

4. Cancellation rights

- 4.1. If you are a consumer, you have a legal right to cancel your membership with GO2, these terms and conditions and any Loan Contract within 14 days after the date that you receive an e-mail from GO2 to confirm that you have registered with the website. Advice about your legal right to cancel is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.2. In the event that any monies have been paid by you to GO2, these shall be reimbursed to you in full within 14 days of the date you inform us of your decision to cancel.

5. The lending process

- 5.1. There are two ways to lend money:
 - 5.1.1. by hand-picking the businesses using a GO2 search tool to identify loan requests that have not been completed that you might be interested in and bidding on those loan requests in online auctions; or
 - 5.1.2. by choosing to purchase parts of a loan (we call these "loan portions") already lent from an existing lender, using a GO2 search tool.

You can also use a mixture of the above ways to lend.

6. The bidding process

- 6.1. All applications by businesses to borrow from a lender registered on the GO2 platform are reviewed, and classified at the initial application stage into risk bands based on data from a credit reference agency. Businesses that pass through this screening process create a loan request page, which lenders can review at GO2 Business Loans Marketplace.
- 6.2. Once you have decided which business(es) you want to lend to, you choose the amount of money that you want to lend and the annual interest rate to charge for your loan portion. Provided that you have sufficient funds in your GO2 lender account, this offer to lend, known as a "bid", then becomes active (an "Active Bid") and is entered into the auction on that loan request page. The minimum bid per business is £50.00. You can increase the amount by increments of £10.00. The maximum bid per business is £5,000.00. 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.
- 6.3. If two lenders bid the same amount at the same interest rate then the lender who bids first will have their bid ranked in preference. Once each loan (other than a loan taken out to acquire a specific asset) is at least 75% funded new lenders for that loan reduce the rate, or "bid down" the rate in a reverse auction. If the amount that you bid exceeds the amount required by the borrower to fully fund the loan, the borrower will be able to borrow part of the amount that you have bid, which will create a loan portion for an amount less than the original bid and effectively means that your bid has partially won.
- 6.4. All bids on the marketplace will be subject to such minimum bid rate that GO2 may set in relation to a loan from time to time.
- 6.5. All bids made by you in an auction on a loan request page are final and cannot be withdrawn unless:
 - 6.5.1. there are sufficient Active Bids from other lenders at lower interest rates to fully fund the total loan requested;
 - 6.5.2. the loan request period expires and the loan is not at least 75% funded;
 - 6.5.3. the borrower declines an aggregated loan request offer from you and other lenders on GO2; or
 - 6.5.4. we withdraw an auction for a loan request.
- 6.6. A loan must be at least 75% funded to complete. A completed loan will be made up of the sum of the bids with the lowest annual interest rate sufficient to fund at least 75% of the loan request at the time the borrower accepts the loan or the auction period expires. The borrower can then either accept the loan or allow the loan offer to lapse (which will happen 5 business days after the auction period expires) in which case no loan is made.

- 6.7. A GO2 search tool can also be used to search for loan portions that are listed for sale by existing lenders of GO2, which you can purchase if you have sufficient funds in your GO2 lender account.
- 6.8. We reserve the right to withdraw auctions on loan request pages at any time for any reason. We may also change the minimum and maximum amounts that you can bid and will tell you about these changes on the platform.
- 6.9. You can monitor your loan portfolio on the platform.

7. The Loan Contract

- 7.1. Once a loan request is at least 75% funded by bids from you and other lenders and the borrower accepts the aggregated loan request offer, you automatically enter into a Loan Contract with the borrower for the loan portion and your money is then transferred from your GO2 lender account to the GO2 account of the borrower. The loan documentation will be generated automatically to include the term sheet, setting out the specific details of the loan, and to incorporate our standard loan conditions, comprising together the Loan Contract. **The first time you bid on an auction or purchase a loan portion you will be required to accept the loan conditions for all your on-going lending. You will be deemed to accept the loan conditions by ticking a box when prompted.**
- 7.2. Until the loan request has completed no interest will be earned by you.
- 7.3. If you purchase a loan portion from another lender ("**Existing Lender**"), you agree to become a party to the Loan Contract in place of the Existing Lender and to be bound by all the obligations of the Existing Lender under that Loan Contract. Your money will be transferred from your GO2 lender account to the GO2 account of the Existing Lender. Information on the transfer of loan portions is set out in clause 9 (Selling your loan portion) and the loan conditions.
- 7.4. Each time you purchase or sell a loan portion, you will be shown the [Loan Contract] which will detail the legal terms of the loan which has been assigned to you.
- 7.5. In all Loan Contracts and loan portion transfer documentation we will quote a lender's address as being "c/o GO2 Partners Limited" and state GO2's postal address. Each lender agrees that all notices and communications given to it by a borrower may be sent to GO2 on their behalf.

8. Interest and repayments

- 8.1. The monthly repayments due to you on each loan portion can be viewed in the My Account section of the platform. The Loan Contract governs the payment of these amounts.
- 8.2. All repayments and interest accrued will be paid to your GO2 lender account.
- 8.3. Each loan will be for the period specified in the Loan Contract applying to it.

- 8.4. All repayments and interest accrued will be made to lenders without deduction of income tax. It is your responsibility to account for any income tax and other personal taxes that may be payable to the appropriate authorities.
- 8.5. We will provide an annual statement of interest earned for tax purposes.
- 8.6. Notwithstanding any other clause in these terms you agree that, in exceptional circumstances and in its absolute discretion, GO2 (acting on your behalf) may agree with the borrower to restructure the loan and amend the Loan Contract and you will be bound by these amendments.
- 8.7. Where GO2 believes that an agreement to restructure the loan and amend the Loan Contract is in the interests of the relevant lenders, and intends to amend the terms of the Loan Contract in accordance with clause 8.6 above, we will notify you of our intention to amend not less than 5 business days before making such amendment.
- 8.8. You agree that GO2 will be acting as your agent on your behalf in:
 - 8.8.1. negotiating and agreeing amendments to the Loan Contract; and
 - 8.8.2. negotiating and settling any dispute relating to the Loan Contract.
- 8.9. You hereby appoint GO2 (for the duration of your membership of the GO2 Website) as your agent with full power to carry out those amendments without your specific agreement. You will then be bound by those amendments. You agree and acknowledge that GO2 shall take on no liabilities, obligations or rights under the Loan Contract as a result of such agency, and you agree that you will continue to be solely liable and responsible for the rights and obligations under the Loan Contract (as amended).

9. Selling your loan portion

- 9.1. If you want access to the money you have lent before it has been repaid, you can sell your loan portions to other lenders at GO2, by selling your loan portions individually. Please note that you cannot sell loan portions:
 - 9.1.1. with one repayment remaining; or
 - 9.1.2. that are in arrears (have currently missed a repayment) or are in default (that have missed consecutive repayments).
- 9.2. The sale price for loan portions will be the outstanding principal amount lent plus the mark-up or mark-down you may choose to apply to the loan portions from the options available on the platform plus any interest accrued during the month.
- 9.3. You can sell loan portions on an individual basis, which allows you to decide exactly which loans ("**Transfer Loan**") you wish to sell. You can select the loans you want to sell in the My Account section of the platform, and these loans will be listed on the platform for sale for 10 business days after which loan portions will be removed from the sale listing and you will continue to be the lender for that loan.

- 9.4. If you sell loan portions, the sale proceeds will be transferred to your GO2 lender account from the buying lender's ("**New Lender**") GO2 lender account after deduction of the GO2 loan portion sale fee (see clause 10 below). The date that the sale proceeds are transferred shall be the transfer date ("**Transfer Date**").
- 9.5. We may decide to extend or reduce the 10 business day list period from time to time.
- 9.6. On the Transfer Date you will assign absolutely to the New Lender all your rights under the Loan Contract.

10. **Lender fees**

- 10.1. GO2 shall charge an annual fee of 1% of the principal value of each loan portion outstanding at the beginning of the monthly period in which a repayment is made. Accordingly, the monthly rate charges will be 1/12% of the outstanding principal in the given month (the "Repayment Fee"). The Repayment Fee will be deducted from your GO2 lender account when each monthly repayment is received from the borrower. If the borrower misses a repayment, the Repayment Fee relating to that repayment will not be deducted until the repayment has been received.
- 10.2. If you decide to sell a loan portion, we will also charge a loan portion sale fee of 0.25% of the total outstanding principal value of each loan portion sold.
- 10.3. The fees detailed in clauses 10.1 and 10.2 are inclusive of VAT.

11. **The role of GO2**

We perform an administrative role in matching borrowers and lenders and in facilitating payments, collection of sums due and onward distribution of funds. We are not a party to any Loan Contracts, save where we act as a lender in our own right (though we have third party rights under the Loan Contracts). If we cease trading, we have arrangements in place with a third party back-up servicer who would take on our servicing obligations (see clause 16 for more details). We may perform additional tasks in the event that a loan or a loan part is secured, as outlined in the next clause. We may pass on to lenders available data on borrowers from credit reference agencies to assist each lender's analysis of each loan request.

12. **Security**

- 12.1. Where the loan is secured, the following security provisions will apply:
 - 12.1.1. Where the loan is a secured loan, the borrower's obligations under the Loan Contract to you will be secured by an all assets debenture or in some cases a chattels mortgage or in some cases a debenture and a chattels mortgage and in the event that a borrower fails to make a payment when due or defaults in meeting any material obligations of the loan, you agree that GO2 may instruct GO2 Recoveries Limited ("GO2 Recoveries"), (as security holder on your behalf) to enforce the security on your behalf constituted by the debenture and/or the chattels mortgage.

- 12.1.2. Where a loan is to be secured against a property, the borrower's obligation under the Loan Contract to you will be secured by a legal mortgage (and in some cases an all assets debenture) and in the event that a borrower fails to make a payment when due or defaults in meeting any material obligations of the loan you agree that GO2 may instruct GO2 Recoveries (as security holder on your behalf) to enforce the security on your behalf constituted by the legal mortgage and any all assets security agreement.
- 12.2. In the circumstances described at 12.1.1 and/or 12.1.2, you agree that GO2 Recoveries will act on your behalf as security agent in respect of any borrower's liabilities to you under each loan. All communications to a borrower in connection with any such security will be made through GO2 Recoveries.
- 12.3. Where we or GO2 Recoveries have been provided with information by a relevant borrower, we or GO2 Recoveries may provide to you as lender certain information about the assets of that borrower and/or an asset register detailing such assets together with estimated sale value of such assets on enforcement. In such circumstances, any asset valuation provided will be indicative of the value of the asset or assets only and realisation on enforcement in connection with the sale of such asset or assets may be lower (or higher) than the value set out in the asset register.
- 12.4. GO2 Recoveries will hold the assets charged under any security upon trust for itself and for all lenders to that borrower (including you). From time to time GO2 Recoveries may perform (before or after any enforcement under the terms of the security) all obligations, rights and benefits given to GO2 Recoveries by any debenture and/or legal mortgage and/or chattels mortgage and by any future security that GO2 Recoveries may take in respect of the debt due under the loan or under any document entered into pursuant to such debenture and/or legal mortgage and/or chattels mortgage and/or future security. GO2 Recoveries (as security agent) shall have certain powers and discretions conferred upon trustees and may also rely on any representation, notice or document believed by it to be genuine correct and appropriately authorised and any statement made by any director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- 12.5. Where GO2 holds a debenture and/or a legal mortgage and/or a chattels mortgage in respect of a particular loan or the liabilities of a particular borrower, that debenture and/or that legal mortgage and/or that chattels mortgage will generally operate to secure all monies due from that borrower to lenders on the GO2 platform from time to time. If GO2 Recoveries is required to enforce any security agreement, and any proceeds of recovery become available (after allowing for all of GO2 Recoveries' costs of enforcement), it is possible that the available proceeds will not be sufficient to discharge all obligations owed by the borrower at that time to lenders on the GO2 platform. If that is the case, then the lenders shall only be entitled to recover their proportionate share of such recoveries. In addition, it is possible that there may be other creditors of the borrower that have claims that may be recovered in priority to those of GO2 Recoveries and the GO2 lenders, so the existence of such debenture and/or legal mortgage and/or chattels mortgage should not be considered to be a guarantee of certain repayment in the event of failure by the borrower in meeting its payments.

- 12.6. You agree that GO2 Recoveries shall be entitled to be repaid and reimbursed out of the proceeds of any recovery under any debenture and/or legal mortgage and/or chattels mortgage and that you will pay all reasonable costs incurred by GO2 Recoveries in enforcing the security or in complying with any instructions from you in connection with any security agreement. You will only be responsible for payment of such costs out of the proceeds of any recovery and to the extent that such costs cannot be recovered by GO2 Recoveries from the relevant borrower.

13. Missed payments

- 13.1. You agree that in the event of missed payments on a loan GO2 will take the administrative steps set out in clauses 13.2 to 13.4 below on your behalf. In certain circumstances, we may act outside and/or ahead of the following process to pursue missed payments or loans (whether or not in formal default) where we consider this to be in the best interests of lenders. We may recover our reasonable costs from any amount recovered.
- 13.2. If the borrower misses a payment or only partially pays, the amount due to you and the other lenders, we (ourselves or through an agent acting on our behalf) will contact the borrower to inform them that we will attempt to collect the outstanding payment in respect of that loan the business day after the payment was due. If our attempts to collect the funds fails 3 business days after the payment was due, the borrower's account will be treated as an overdue account and we will continue to attempt to collect the funds. We may refer the missed payment to a debt collections agency (the "Collections Agency"), who will attempt to collect the money on your and any other lenders' behalf and you authorise us to use the Collections Agency on your behalf. Any fee that the Collections Agency charges for this initial debt chasing will be added to the loan amounts that they are seeking to collect and will not reduce the amount available for distribution to lenders.
- 13.3. If the borrower misses, fails to pay or only partially pays three or more consecutive monthly instalments or four out of six consecutive monthly instalments, or if the Borrower is otherwise in breach of any of the loan conditions, the loan may be placed into default and the Collections Agency may engage field agents to attempt to collect the total loan amount outstanding. The Collections Agency will deduct up to 50% of the amount it recovers from the borrower and the remaining proceeds will be distributed to lenders; where possible this fee will be added on to the loan amount outstanding so as not to reduce the amount lenders receive.
- 13.4. If the Collections Agency is still unable to collect the debt, GO2 will notify you that all of the outstanding loan portions will be assigned to GO2 Recoveries. We need to assign the debt to GO2 Recoveries so that there is only one claimant in any legal claim against the borrower, and in order to litigate against the borrower. GO2 Recoveries will then investigate the amount of debt that is likely to be successfully recovered through the courts. If GO2 Recoveries deems it appropriate, GO2 Recoveries will instruct solicitors to file court claims to recover the debt. GO2 Recoveries will pay back to lenders in their proportionate share any funds successfully recovered, less its costs incurred during that recovery.

- 13.5. Where the relevant loan or loans are secured, GO2 Recoveries will take the steps outlined in clause 12 above.
- 13.6. GO2 will endeavour to keep you up to date with the progress of its efforts to collect missed payments and to recovery defaulted debt, and such progress can be viewed on the platform.

14. Terminating your membership of GO2

- 14.1. 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.
- 14.2. We may end your membership of GO2 at any time and for any reason, including but not limited to if:
 - 14.2.1. you breach any of the Terms;
 - 14.2.2. you breach any Loan Contract;
 - 14.2.3. we suspect that you have committed fraud, been involved in money laundering or other criminal activities;
 - 14.2.4. 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 company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
 - 14.2.5. 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 (where you are a company) where these events take place for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
 - 14.2.6. (being a company) 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, other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
 - 14.2.7. (being a company or an LLP) 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;
 - 14.2.8. a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
 - 14.2.9. (being an individual) you are the subject of a bankruptcy petition or order;

14.2.10.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 10 business days;

14.2.11.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 14.2.4 to clause 14.2.10 (inclusive);

14.2.12.you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

14.2.13.your financial position deteriorates to such an extent that in GO2's opinion your capability to adequately fulfil your obligations under these terms and conditions has been placed in jeopardy;

14.2.14. (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation;

14.2.15. 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;

14.2.16. 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";

(d) to cause annoyance, inconvenience or needless anxiety; or

14.2.17. there is no activity in your GO2 lender account within a 12 month period.

14.3. Within 10 business days of termination we will credit your bank or building society account with any funds left in your GO2 lender account.

15. Lender's agreements with GO2

15.1. You agree that GO2 is making no warranty or representation as to the ability of borrowers to pay, and their credit risk, and that we are in no way liable for the debts of borrowers. You acknowledge that you are bidding and lending entirely at your own risk.

- 15.2. Calculations we may provide on the platform of the likely rate of return on loans are for guidance purposes only and are not guaranteed.
- 15.3. The information on the platform does not constitute advice, recommendation or an endorsement of loan requests or borrowers. The information is not intended to be relied upon as a sole basis for deciding whether or not to lend to a particular business.
- 15.4. We make no representation or warranty as to the accuracy of the data displayed for loan requests, nor whether the information is up to date or error free.
- 15.5. We do not guarantee that there will be sufficient bids to fully fund loans and allow your funds to be lent out, that there will be sufficient borrowers for you to lend to or that there are sufficient other lenders to buy your loan portions should you wish to sell them.
- 15.6. We do not guarantee that loan portions listed for sale will be bought by other lenders or the time it will take to withdraw funds from GO2 by selling loan portions.
- 15.7. Where GO2 has implemented any form of personal guarantee in support of a loan on your behalf as a lender, you accept that the enforceability of such personal guarantee shall be subject to normal legal risks and limitations and that GO2 will not have ensured that any individual providing such a guarantee has been independently advised on the impact of such a personal guarantee. Such guarantees can be open to challenge in circumstances where the individual granting the guarantee has been subject to undue pressure or influence from a third party.

16. Back-up servicer arrangements

If our platform were to fail or we become insolvent we would transfer our obligations under the Terms and the Loan Contract to a third party back up servicer, FPN Limited (company number 03034379), with whom we have entered into a back up servicing arrangement.

17. General terms

- 17.1. 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 2 above and the equivalent criteria set out in the terms and conditions applying to borrowers. The content provided through the 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.
- 17.2. 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. GO2 supplied content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express written consent.
- 17.3. We are not responsible for content downloaded or posted by lenders or borrowers on the platform.

- 17.4. We will endeavour to allow uninterrupted access to the platform, but access to the platform may be suspended, restricted or terminated at any time.
- 17.5. 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.
- 17.6. 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.
- 17.7. 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.
- 17.8. The content and material available through 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.
- 17.9. You are responsible for all costs incurred by you in accessing the platform.
- 17.10. 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.
- 17.11. Information transmitted via our systems 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.
- 17.12. The platform may contain links to 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.

18. 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](#)).

19. Intellectual property rights

- 19.1. Subject to clause 19.3 below, as between you and us, we own all present and future copyright, registered and unregistered trademarks, 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. We do not warrant or represent that the content of the platform does not infringe the rights of any third party.

20. Your liability to us

You shall be liable to us for any loss or damage suffered by us as a result of any breach of the Terms or any Loan Contract, or any fraudulent use of the GO2 platform. You will also be liable to us as contemplated in clauses 12.6 and 13.6 above in circumstances where a loan is a secured loan.

21. Our liability to you

- 21.1. 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 amount of money you have lent giving rise to the liability.
- 21.2. Nothing in these terms and conditions shall limit our liability for personal injury or death, fraud, or for any other liability the exclusion or limitation of which is not permitted by applicable law or regulation.

22. 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).

23. Amendments to these terms and conditions

- 23.1. We expect to need to update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. We may make such changes without your specific agreement and 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 you can view them when you next log in. By continuing to use the platform, or our services in allocating funds you have deposited, you agree to be bound by the terms of any updates and amendments implemented in accordance with this clause 23.

23.2. These terms and conditions were last updated on 18 August 2015.

24. Other important terms

- 24.1. 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.
- 24.2. All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.
- 24.6. GO2 may 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.
- 24.7. Any notice of 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 company or LLP), its principal place of business or address provided in writing 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.
- 24.8. 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.
- 24.9. A person who is not party to these terms and conditions shall not have any rights to enforce its terms.
- 24.10. 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



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