

Terms & Conditions

1. The Crowd with Us service

1.1 Crowd with Us Limited is registered in England and Wales under company number 09243491. The registered office of the company is 27-31 Clerkenwell Close, London, EC1R 0AT. Crowd with Us Limited is not authorised or regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000 (“FSMA”). The information contained in this web site does not amount to a financial promotion for the purposes of section 21 FSMA. This webpage is provided for general information only and nothing contained in the material constitutes a recommendation for the purchase or sale of any security. References in these Terms and Conditions to “Crowd with Us”, “we”, “us” and “our” are to Crowd with Us Limited.

1.2 The Crowd with Us service is available to investors that become members through our website www.crowdwithus.london (the “Website”). We provide members with details of potential investments, in the form of property loans to borrowers for purposes set out in the Term sheet on our Website.

1.3 You should read and understand the features of each particular investment, as described in the relevant Term sheet available on the Website, before deciding whether to invest. Investments offer a fixed return that is secured by a charge on property.

1.4 The investments on this website are only available to investors who meet certain net worth or investment sophistication criteria. For individual investors, this entails making a declaration that the investor has received advice or will observe limits in acquiring non-readily realisable investments. Non-advised investors must demonstrate their understanding of the features and risks of investing. Investors who satisfy these criteria, as set out in more detail on the Website, will be eligible to become “members”. Only members can receive investment offers through the Website.

1.5 If you are eligible for membership, you can invest online and receive online investment reports. Your investment subscriptions and any investment returns shall be held by Leetchi Corp. S.A. (“MangoPay”) in an electronic wallet (e-wallet) pursuant to clause 4 and separate terms and conditions between you and MangoPay.

1.6 As a member of Crowd with Us, you are bound by these Terms and Conditions in relation to your use of our Website and your participation in investment opportunities. Users of the Website who are not members are also bound by these terms insofar as they are capable of application to non-members. By using the Website, you confirm that you have read, understood and agree to these Terms and Conditions and our Privacy and Cookies Policy (available on the Website) each as amended from time to time. If you do not agree to the Terms and Conditions, you must stop using the Website immediately.

2. Membership

2.1 We make details of investment opportunities available to all users of our Website, but only members are able to apply to invest or view investment offers in the Investments area when they have logged into their online account.

2.2 In order to become a member of Crowd with Us, you will need to apply to join and be approved by us. We reserve the right to reject applications on such grounds as we see fit, including, without limitation, your knowledge and understanding of investing, your financial status, your capacity to be bound by these Terms and Conditions or the jurisdiction in which you live or are a citizen.

2.3 If you apply to become a member, we will carry out identity and fraud checks on you, using third party agencies. We use our own internal guidelines and policies when assessing applications but retain complete discretion. If we cannot get adequate information from the third party agency then we will ask you to send us copies of the relevant identification documents (normally a certified copy of your passport and a utility bill) and any supporting evidence that we may require. If you do not provide all appropriate identification documents you will not be able to invest. We may also suspend your membership 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 and Cookies Policy](#).

2.4 Provided that we accept your application to become a member, you will then be able to view the investment offers available through the Crowd with Us Website.

2.5 Your application for membership should be completed in the name of the same person that will invest.

2.6 You will be required to provide personal details and a password to register as a member, which are unique to your individual Crowd with Us membership and are not transferable. Your registration details and password are how we identify you and you must keep them secure at all times.

2.7 You are responsible for all information and activity on the Website by anyone using your details. If you authorise an agent, family member, employee or sub-contractor to use your Crowd with Us account you will be responsible for their activity on the Website. Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into your Crowd with Us account is not you or we suspect illegal or fraudulent activity or unauthorised use.

2.8 You agree not to adapt or circumvent the systems in place in connection with the Website, 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. Buying investments

3.1 If you wish to subscribe for an investment, you will need to specify the size of the investment you wish to make and place funds in your Crowd with Us account.

3.2 Whether we choose to accept your application to invest will be at our absolute discretion, even if you are a member and satisfy our eligibility criteria, for example, but without limitation, because the offer is over-subscribed or under-subscribed or because of legal or regulatory matters. The allocation policy for each investment is based on a first-come-first-served basis, by reference to the time we receive your subscription payment. If it is not possible to allocate investments to you, we may hold your subscription for participation in a subsequent issue of like investments, although you will be entitled to request to have your unallocated subscription monies returned to you until they have been committed.

3.3 All investments will be governed by the Funding Agreement and Term Sheet; the information you provide to us as part of your investment application (your “Investment Application”); the Information Memorandum; and these Terms and Conditions. To the extent that there are any inconsistencies between these documents, the provisions of the Investment Application shall prevail over the Funding Agreement, which shall prevail over the Term Sheet, which shall prevail over these Terms and Conditions.

3.4 We do not provide investment advice, legal advice or tax advice. In particular, we will not assess the suitability of an investment in light of your personal circumstances and you are responsible for making your own investment decisions. If you are in any doubt as to your own personal circumstances, you should seek such advice from an appropriately qualified professional.

3.5 We will not facilitate investment where we are aware that it is illegal, although it is your responsibility to ensure that you have complied with any relevant legal or regulatory restrictions that would prohibit you from investing.

3.6 CWU does not offer investment via Innovative Finance ISA

4. How your money and investments are held

4.1 If we accept your application to make an investment, we will provide you with bank account details into which you should transfer your subscription amount (your “**Crowd with Us account**”). Payment must be made by electronic transfer or credit or debit card payment linked to a bank account in your name whose details you provide to us and which we have accepted (your “**Nominated Account**”), into your Crowd with Us account, where subscriptions will be held pending investment.

4.2 The Crowd with Us account will be held by and administered by an independent regulated electronic payment provider (MangoPay), which will make payments to and receive them from Issuers on your behalf. MangoPay also opens e-wallets in respect of each investor and Issuer for these purposes. MangoPay will pay any fees owing to Crowd with Us and other services providers (if relevant) out of the relevant e-wallet. You are required to enter into terms and conditions directly with MangoPay and Crowd with Us shall not be responsible for the discharge of MangoPay’s obligations under those terms and conditions, beyond having taken reasonable steps to ascertain that it is appropriately authorised to provide the electronic money services. We or another person selected by us may take over control of the Crowd with Us account at any time provided that we or

they have appropriate regulatory permissions to hold client money and you authorise MangoPay to transfer any monies it holds for you in the Crowd with Us account to us or to such other person upon our instructions in those circumstances without seeking your express instruction to do so. We will notify you of any such transfer through your dashboard on the Website.

4.3 Your investments will not generally have voting rights attached to them. Any voting rights you have will be set out in the Funding Agreement.

4.4 You may request any your cash that has not been allocated to an investment, including investment returns, to be paid back into your Nominated Account. If you wish to change your Nominated Account, you may request to do so by email providing us with your proposed alternative account. Any alternative account must be in your name and be held with a bank or credit institution that is acceptable to us.

4.5 Payments to you will be made after deduction of any relevant tax. Regardless of whether we withhold tax, it is your responsibility to account for any taxes that may be payable to the appropriate authorities.

4.6 You can view details of the investments and money in your portfolio through the Website. For reporting purposes, we shall supply the par value and shall not attempt to provide current market valuations.

4.7 If you want us to hold money that has not been allocated in your Crowd with Us account in order to invest in future opportunities, you may do so. No interest is payable on money held in the Crowd with Us account and no fees are charged in respect of establishing the account. Crowd with Us may retain a payment representing interest on the money held in the Crowd with Us account.

4.8 The capital, dividend and interest repayments that are due to you will be received into your Crowd with Us account and will not be paid out to you or re-invested unless you provide us with express instructions. If balances have sat on your account for a long period of time, we may contact you to seek your instructions. We may offer the option to auto-invest or auto-re-invest on the Website in relation to bonds and loan notes. This would permit you to specify criteria against which you wish us to automatically invest cash balances on your Crowd with Us account.

5. Selling investments

5.1 There is no established secondary market for investments available through the Website and so you should normally expect to hold your investments until the redemption date, or beyond, if there is a significant default on the underlying investments.

5.2 If you find a buyer for your investments, you may sell them through us by providing us with details of the purchaser, the price to be paid and the number of investments to be sold. If the buyer wishes us to account to them for the investment proceeds, they will need to be registered as a Crowd with Us member (although we shall be able to refuse to accept membership applications at our absolute discretion).

5.3 We may (but are not required to) offer a bulletin board on the Website to assist members to buy and sell investments amongst themselves from time to time. Where we offer this service, we will facilitate transactions that a buyer and seller have agreed between themselves and have notified us of through the Website.

5.4 We may charge fees for registering transfers as set out in the Fees Table in the Appendix.

6. Fees

6.1 We do not charge fees to you for arranging for you to invest, **as we get paid by the borrower**. Accordingly, the returns quoted to you are not reduced by our fees.

6.2 We or other persons may, however, charge fees for facilitating the sale of investments before the end of their term.

6.3 Details of the fees we charge to you and the borrower are set out in the Fees Table on the Website.

6.4 Unless otherwise stated, fees are quoted exclusive of VAT, where applicable.

7. Termination

7.1 If you no longer want to be a member of Crowd with Us, provided you have no investments with us, you can let us know by email and we will end your membership straight away. Termination will not affect the terms of any investment you have entered into.

7.2 We may terminate your membership in respect of making new investments at any time and for any reason, including but not limited to breach of these Terms and Conditions, applicable law, misuse of our Website or account inactivity for a period of 12 months or more. If you hold investments through us, our cancellation of your membership will not affect the charges we will levy to the Issuer and we will continue to maintain your account in accordance with clause 4.

8. Conflicts of interest

8.1 Crowd with Us or its associates may provide some or all of the directors to the borrower to help it comply with its obligations to investors.

8.2 If there is a default on your investment in respect of a loan in which we have a financial interest, we will seek to procure the appointed independent directors to the borrower or independent advisers to seek recovery if we deem that our interests conflict with yours. In normal circumstances, we anticipate that our interests will be aligned with the interests of investors in seeking a full recovery and keeping recovery fees to a minimum.

8.3 We receive payment of our fees from Issuers.

8.4 We may pay referral fees to persons who introduce an investor or a transaction to us.

8.5 Any other conflicts that are specific to a particular investment shall be disclosed in the relevant Investment Summary on the Website.

8.6 You may request a copy of our full conflicts of interest policy at any time.

9. Complaints and compensation

9.1 We have established procedures for the effective consideration of complaints. Please contact us to request a copy of our complaint handling policy. We will refer complaints relating to MangoPay to the appropriate party on your behalf.

9.2 Crowd with Us and MangoPay is not subject to the jurisdiction of the Financial Ombudsman Service. Further information, including information about eligibility for the Financial Ombudsman Service is available at www.fos.org.uk.

9.3 Investments are not covered by the Financial Services Compensation Scheme (FSCS). Please read Risk Statement before investing.

9.4 If MangoPay becomes insolvent, any obligations it owes you will not be covered by the FSCS. Provided MangoPay has administered your account properly, its creditors should not be able to access money it holds for you in an e-wallet.

9.5 For more information, including information about eligibility, you can contact the FSCS in writing at 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN by telephone on 0800 678 1100, by email to enquiries@fscs.org.uk or by going to www.fscs.org.uk.

10. Liability

10.1 You shall be liable to us for any loss or damage suffered by us as a result of any breach of these Terms and Conditions or the terms of any investment you make through Crowd with Us.

10.2 We shall not be liable to you for any loss or damage which you may suffer as a result of being a member of Crowd with Us or using the Crowd with Us services except where such loss or damage arises from our breach of these Terms and Conditions or was caused by our negligence, wilful default or fraud. 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 Crowd with Us and your use of the services provided via the Website shall not exceed the amount of money you have invested giving rise to the liability.

10.3 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.

10.4 When we make forward-looking statements, we will base them on reasonable assumptions, but we shall not otherwise be responsible for the achievement of such statements where they are outside of our control.

11. Intellectual property

11.1 Subject to clause 11.3 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 Website.

11.2 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.

11.3 You shall retain ownership of all copyright in data you upload or submit to the Website. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

12. Amendments to these Terms and Conditions

12.1 We may 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 where those updates are, in our reasonable opinion, of an immaterial and routine nature and may not always be able to give you advanced notice of such updates or amendments but we will always post them on our Website so you can view them when you next log in. By continuing to use the Crowd with Us service, you agree to be bound by the terms of any such updates and amendments.

12.2 Where we make amendments to these Terms and Conditions that are adverse to your interests (such as an increase in, or the introduction of, fees for existing services), we shall, if possible, provide you with one month's notice by email before such amendments become effective. You shall be entitled to terminate your membership at any time in accordance with clause 7. If you seek to terminate your membership, but continue to hold investments with us, the amendments will not apply to the continued holding of those investments unless the amendments are required by or reasonably necessary as a result of law or regulation.

13. General

13.1 These Terms and Conditions are governed by and to be 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.

13.2 If any of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall, so far as possible, continue in full force and effect.

13.3 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.

13.4 In the event of our insolvency, MangoPay will continue to hold your money pending investment, but will not facilitate any new investments. MangoPay will notify you of changes to reporting requirements in such event.

13.5 In the event of MangoPay's insolvency, we shall attempt to find an alternative services provider to enable the continued provision of the services to investors.

13.6 We may exercise any of our rights or discharge our obligations under these Terms and Conditions in our own capacity or through any company or other legal entity which has all relevant legal authorisations, licences or permissions to discharge those functions. Other than MangoPay,

which shall be entitled to exercise rights under these Terms and Conditions, no other person shall have rights to enforce terms under the Contracts (Rights of Third Parties) Act 1999.

14. Contacting us

If you have any questions about these Terms and Conditions, or wish to contact us for any other reason, you can contact us by using any of the contact information details provided on the Website.

APPENDIX Fees Table

Fees charged to the Borrower

We charge fees to the Borrower rather than to investors. Accordingly, these fees do not affect the interest rate due to investors on loans they have participated in.. The following is a summary of the types of fee we charge to borrowers:

1. Fundraising Fee

We will generally charge 5% + VAT to the borrower on funds provided by us. The exact percentage will be agreed on an investment-by-investment basis, but if it is not 5%, this will be disclosed in the relevant Term Sheet.

The Fundraising fee will be increased by 25% if the Borrower raises money directly from Crowd with Us members without our consent.

2. Listing Fee

We may charge a fixed fee to Borrowers for listing their loans for investment on the Website.

3. Management and Monitoring Fees

We charge ongoing fees to Borrowers in respect of management and monitoring activities we undertake on behalf of investors.

ISA Management Fees

We may introduce investor fees if we offer the ability for them to hold their investments in an Innovative Finance ISA.

Bulletin Board Fees

If we introduce a Bulletin Board to enable investors to buy and sell investments between themselves, we will charge fees to the seller for this service. Details of the fees will be provided if and when we introduce the Bulletin Board.