

WEBSITE TERMS OF USE

(Last revised on 3 October 2017)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT HOW YOU MAY USE THIS WEBSITE

Welcome to iDealTrade, a website for public sector organisations that facilitates the arrangement of direct loan transactions. iDealTrade is owned and operated by Arlingclose Limited.

This page provides you with information about iDealTrade and the legal terms and conditions (**Terms of Use**).

1. The terms on which you may use our website

1.1 These Terms of Use (together with the other documents referred to below) set out the terms on which you may use our website, idealtrade.net. We recommend that you print a copy of these Terms of Use for future reference.

1.2 You should read these Terms of Use carefully before using our website, as by using our website you are confirming that you accept these Terms of Use and that you will comply with them.

1.3 If you do not accept these Terms of Use you should leave our website immediately.

1.4 The following policies also apply to your use of our website:

1.4.1 Our privacy policy idealtrade.net/ideal-trade-usage-policies. By using our website you are consenting to us processing any personal data that you provide to us or that we collect from you as a result of your use of our website. Our privacy policy sets out what we do with that personal data.

1.4.2 Our cookies policy idealtrade.net/ideal-trade-usage-policies.

1.5 You are responsible for ensuring that anyone else who accesses our website through your internet connection is aware of these Terms of Use and the policies and terms referred to above and that they comply with them.

2. Changes to these Terms of Use and our other policies

2.1 We make changes to these Terms of Use from time to time. You should therefore check these Terms of Use whenever you return to our website to see whether any changes have been made, as these will be binding on you.

2.2 We also make changes to our privacy policy and cookies policy from time to time, so you should also check these regularly to see whether any changes have been made.

3. About us

3.1 We, Arlingclose Limited, operate this website at idealtrade.net. We are a company registered in England and Wales under company number 2853836 and our principal office is at 35 Chiswell Street, London, EC1Y 4SE. Our VAT number is 629 2835 17.

3.2 You can contact us:

By email at support@idealtrade.net

By phone at 08448 808200

By post at 35 Chiswell Street, London, EC1Y 4SE

3.3 We are authorised and regulated by the Financial Conduct Authority.

3.4 We are a limited company.

4. **Restrictions on your use of our website**

4.1 You may only use our website for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of content and laws relating to unsolicited commercial electronic messages.

4.2 In addition, you must not:

4.2.1 use our website to send or transmit, whether directly or indirectly, unsolicited or unauthorised advertising or promotional material, chain letters or pyramid selling schemes;

4.2.2 use our website for mail bombing or flooding or to make deliberate attempts to overload a system;

4.2.3 use our website to post content or link to content where the owner of that content has not consented to or authorised that posting or linking or where that posting or linking infringes the rights of that owner;

4.2.4 knowingly or recklessly introduce to our website, or use our website to transmit, any viruses, trojan horses, worms, logic bombs, time-bombs, keystroke loggers, spyware, malware, adware or other materials which are malicious or harmful;

4.2.5 attempt to gain unauthorised access to our website, the server, equipment or network on which our website is stored, any server, computer or database connected to our website or any software;

4.2.6 use our website to attempt to gain unauthorised access to any other website, internet account, server, computer, equipment, system, network, data or information;

4.2.7 use our website to monitor data or traffic on any network or system;

4.2.8 use our website to collect or use information, including without limitation email addresses, screen names or other identifiers, by deceit (such as phishing, internet scamming, password robbery, spidering, scraping and harvesting);

4.2.9 use our website to distribute software;

4.2.10 carry out a denial-of-service attack or a distributed denial-of-service attack on our website or use our website to carry out any such attack on any other website;

4.3 If you breach any term of these Terms of Use your right to use our website will immediately end. In addition we may take such other actions including, without limitation, legal action as we consider appropriate.

4.4 If you breach any term of these Terms of Use, or if we receive a request from a law enforcement authority to do so, we may report your identity, details of any breach and any other information we consider necessary to relevant law enforcement authorities.

5. Passwords and security requirements

- 5.1 If you register an account on our website you must provide accurate and complete registration information and keep that information up to date at all times.
- 5.2 Use of certain parts of this website is password protected. In order to use it you will need a user identification code and password. It is your responsibility to keep this information secret and confidential and not to disclose it to any other person.
- 5.3 If you think that somebody else might know your user identification code, password and/or pre-selected answers to security questions then you must log in to your account and change these immediately.
- 5.4 We reserve the right to disable any user identification code, password and/or pre-selected answers to security questions at any time if, in our reasonable opinion, you fail to comply with any of these Terms of Use, if we consider that you are using our website to download content or infringe in any manner the rights of another person or if we consider that there may be a security risk.
- 5.5 Certain areas of our website are restricted from access by you and we may further restrict access by you to any areas of this website, at any time, in our sole and absolute discretion.

6. Our website and its content

- 6.1 Without prejudice to the payment obligations which arise in respect of a Trade (as defined in the Trade Terms and Conditions), our website is made available to you free of charge.
- 6.2 We do not guarantee that access to our website, or the content on it, will always be available or uninterrupted. Your right to access our website is given on a temporary basis only.
- 6.3 We reserve the right to change our website and the content on it, including without limitation by adding or removing content or functionality, at any time.
- 6.4 We regularly review the content on our website. However, we cannot guarantee that all content on our website is accurate, complete or up to date. We therefore make no warranties, representations, undertakings or guarantees that the content on our website is accurate, complete or up to date.
- 6.5 We make no warranties, representations, undertakings or guarantees that our website or any content on it will be free from errors or omissions.
- 6.6 The content on our website is provided for general information purposes other than to the extent relating to a trade arising by operation on our website. Nothing on our website is intended to be advice on which you should rely. You should always obtain appropriate specialist advice before taking, or not taking, action on the basis of any content on our website.
- 6.7 We make no warranties, representations, undertakings or guarantees that our website is secure or free from bugs or viruses. You are responsible for ensuring that the device from which you access our website has suitable anti-virus software in place.

7. Intellectual property rights

- 7.1 We, or our licensors, own the copyright and all other intellectual property rights in our website and all content on it other than content uploaded by or linked to by others.
- 7.2 "Arlingclose" and "iDealTrade" are our trade marks.
- 7.3 You may download the content we own from our website and/or print a reasonable number of copies of any page on our website. You must not make any changes to any content which you have downloaded or printed from our website. If you reproduce the downloaded

or printed content in any medium you must ensure that you reproduce it accurately and completely and include a statement acknowledging that it is sourced from our website.

7.4 If you use, download, print or reproduce content from our website in breach of these Terms of Use your right to use our website will immediately end and you must return to us or destroy (at our option) all digital and paper copies of the content that you have made.

7.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

8. **Confidential information**

8.1 All content on our website is confidential information, including but not limited to price, date, trading counterparties and trade information. By using our website you will keep the content secret, safe and secure and not disclose the content to any other person. You may only disclose the content to the extent required by law.

8.2 Content will not be confidential information if the information is:

8.2.1 at the relevant time in the public domain (other than by virtue of a breach of this clause);

8.2.2 was received by you from a third party who did not acquire it in confidence; or

8.2.3 is developed by you without any breach of these Terms of Use.

9. **Links from our website to other websites**

Our website may contain links to other websites from time to time. These links are provided for your convenience. We have no control over, and no responsibility or liability to you for, those other websites or their content.

10. **Links from other websites to our website**

10.1 You may create a link to our website from another website, but only if you comply with the following conditions:

10.1.1 you may only link to the homepage of our website. You must not create a link to any other page of our website, nor frame any page of our website;

10.1.2 you may only link to our website from a website which you own; and

10.1.3 you must not suggest that we have any association with you or that we approve or endorse your website or any of your products or services unless we expressly agree that you can do so.

10.2 We reserve the right to require you to remove any link to our website at any time and without giving you prior notice.

11. **Our liability to you**

11.1 Nothing in these Terms of Use limits or excludes our liability to you for:

11.1.1 death or personal injury resulting from our negligence;

11.1.2 our fraud or fraudulent misrepresentation; or

11.1.3 any other matter for which we are not permitted by law to exclude or limit our liability.

11.2 As these Terms of Use govern your access and use of our website, all warranties, conditions and other terms relating to our website and/or its content which would otherwise be implied by law (whether by statute, common law or otherwise) are excluded.

11.3 We will not be liable to you for:

11.3.1 any loss or damage arising out of or in connection with your use of (or inability to use) our website or your use of or reliance upon any content on our website, whether in contract, tort (including without limitation negligence), misrepresentation, restitution, under statute or otherwise; and

11.3.2 any trade entered into through our website including, without limitation, any obligation breaches or defaults of a Borrower or a Lender as defined in and pursuant to the provisions of the Trade Terms and Conditions.

11.4 In particular (but without limitation), we will not be liable for:

11.4.1 loss of profits, sales, business, or revenue;

11.4.2 business interruption;

11.4.3 loss of anticipated savings;

11.4.4 loss of business opportunity, goodwill or reputation;

11.4.5 any indirect or consequential loss or damage;

11.4.6 late payment, penalty charges, overdraft charges, issues relating to cash flow, payment of sums to a wrong account or fraud or error by a Borrower or Lender.

12. **Applicable law**

12.1 These Terms of Use (and any non-contractual obligations arising out of or in connection with them) are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).