



Terms and Conditions

Please read and agree to these terms and conditions before using this website

1. What's in these terms?

These terms set out the rules for using our website: flexcap.io ("our site").

2. Who we are and how to contact us

a) flexcap.io is a site operated by MTL Financial Limited ("We"). We are registered in England and Wales under company number 10923992 and have our registered office at 71 -75 Shelton Street, London CW2H 9JQ. Our main trading address is 1 Old Street Yard, London EC1Y 8AF.

We are registered with the Financial Conduct Authority (FRN: 902840) as an EMD Agent and we offer business lending services to our users ("the Services").

b) To contact us, please email support@flexcap.io or telephone our customer service line on [+4420 3608 8080](tel:+442036088080).

3. By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not wish to be bound by the terms set out below, you should not use (or continue to use) our site. Your acceptance of these terms and conditions will be demonstrated by your confirming acceptance by selecting the "Log in" or the "Read and Agree" checkbox as part of your online sign-up request. Your application to use our site will not be processed if you do not confirm acceptance of these terms.

4. There are other terms that may apply to you

- a) These terms of use refer to the following additional terms, which also apply to your use of our site:
- b) Our [Privacy Policy](#). See further under How we may use your personal information.
- c) Our [Cookie Policy](#), which sets out information about the cookies on our site.
- d) By using our site and uploading content you authorise us to provide the information we hold about you, including information that identifies you and any relevant person associated with the business to our third party providers.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to our site

We may update and change our site from time to time to reflect changes to our Services, our customers' needs and our business priorities.

7. Our site is only for users in supported geographical locations

- a) Our site is directed to people residing in or businesses registered in the UK, Spain, Australia, Germany, Netherlands, Ireland and USA. We do not represent that content available on or through our site is appropriate for use or available in other locations.
- b) Our Service is intended for your own business-related purposes only.

8. You must keep your account details safe

- a) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- b) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- c) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@flexcap.io.

9. Limitations of what we offer

- a) We cannot guarantee that our Services will be successful for you, neither are we obliged to provide our Services to you.

- b) Our Services are based on information from third parties over which we have no control, and may contain inaccuracies or errors.
- c) Where you have not made us aware of your specific needs, it is your responsibility to ensure that any recommendations made through the Services meet your requirements.
- d) You use and download information from the Services at your own risk and should use software to detect and disinfect viruses in any information you use and download.
- e) The availability of third-party sites, links, services or information via the Services does not constitute any recommendation, advice, endorsement or publication by us and we are not responsible for any such sites, links, services or information provided by any third party.
- f) We reserve the right to change any aspect of the Services at any time without notice or to suspend access to or provisions of the Services, or cease to provide them and to provide access to our site.

10. Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely as the basis for making or not making any decision, and you should obtain your own independent financial, accounting, tax and/or legal advice concerning your activities in connection with the Services and any finance application and/or agreement.

11. Your usage and responsibilities

- a) By using the Services, you agree to notify us promptly of any changes in the details you have provided to us. You shall ensure that all information you provide to us is complete, true, up-to-date and accurate in all respects.
- b) You agree that we may carry out identity verification and credit checks on you and your owners or directors, as applicable. You and your owners or directors acknowledge that credit reference agencies link together the records of you and anyone that you have advised is a financial associate (e.g. someone with whom you have a joint credit account) including previous and subsequent names of parties to the account. Links between financial associates will remain on your, and their credit reference files until such time as you or your associate successfully files for a disassociation with the credit reference agencies. We and any approved lender/finance provider may take into

account information about your and your owners' or directors' financial associates in your or their credit reference.

- c) You agree not to use the Services in a way that harms our reputation, and you agree to comply with all applicable laws and regulations, including the General Data Protection Regulations (GDPR).
- d) The content, offers, commentary provided to you on or via this website are done so in confidence and are for your personal reference and information only. By proceeding with an application, you agree not to disclose or share such materials with third parties or in any public forum.
- e) You agree that the names and titles of FlexCap staff and all communications from FlexCap staff are provided to you in confidence for your personal reference in relation to your application only, and shall not be disclosed or shared with third parties or published in any public forum.
- f) You agree to indemnify and hold us, our staff, officers, group companies and partners harmless from loss, damage or claim, made by third parties and/or incurred as a result of your breach of these terms.

12. Our responsibility for loss or damage suffered by you

a) Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

b) If you are a business user:

- i. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it or the provision of the Services.
- ii. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 1. use of, or inability to use, our site; or
 - 2. use of or reliance on any content displayed on our site; or
 - 3. provision of or use of the Services.
- iii. In particular, we will not be liable for:
 - 1. loss of profits, sales, business, or revenue;

2. business interruption;
3. loss of anticipated savings;
4. loss of business opportunity, goodwill or reputation; or
5. any indirect or consequential loss or damage.

13. Your personal information and how we may use your personal information

- a) As part of providing our Services to you our systems will gather data provided by you, in some instances from your systems such as accounting software, as well as from third-party sources.
- b) As part of providing our Services to you we may share data provided by you with our panel of approved lenders/finance providers, and they may share with us information regarding your case such as its current status and outcome
- c) By using our Services to provide data to us, you agree to grant us an irrevocable, royalty-free, sub-licensable, transferable, perpetual license to use, copy, reformat, translate, excerpt (in whole or in part) and distribute these data for any purpose on or in connection with the Services. We may share this information with other third parties who assist us in providing the Services. If you choose to remove your data in accordance with our [Privacy Policy](#), this license will expire, subject to the terms set out in our [Privacy Policy](#).
- d) We will only use your personal information as set out in our [Privacy Policy](#).

14. Uploading content to our site

- a) Whenever you make use of a feature that allows you to upload information to our site in connection with our Services, you warrant that such information is complete and accurate, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- b) You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence and we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by

disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

15. Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.