

LOQBOX TECHNOLOGY UK LIMITED MEMBER'S AGREEMENT

MAIN TERMS

This is an agreement between you and us: LOQBOX Technology UK Limited (company number 13063076) whose registered office address is Henleaze Business Centre, Henleaze, Bristol, BS9 4PN.

1. THE AGREEMENT FOR YOUR LOQBOX MEMBERSHIP

- 1.1 LOQBOX Membership gives you access to the LOQBOX Members' Area, which is our online marketplace, available via the website. In the LOQBOX Members' Area, you can sign up to other products and services offered by us or other companies in our group. These are called Extra Services.
- 1.2 This LOQBOX Membership Agreement (the Member's Agreement) sets out the terms and conditions for your LOQBOX Membership. It applies as soon as you are registered as a LOQBOX Member. There are Additional Terms for any Extra Services you sign up to, and, if the Additional Terms are different from the Member's Agreement, then the Additional Terms take priority over the Member's Agreement.
- 1.3 When we say 'this agreement', 'the agreement', or 'your agreement', we mean all the terms and conditions that apply to your LOQBOX Membership as well as any Extra Services you have with us, including the LOQBOX Tariff, which sets out our charges. 1.4 The Member's Agreement has no fixed or minimum duration, so it will apply until either you or we end it.

MAKING CHANGES TO THIS AGREEMENT

- 2.1 We may make changes to this agreement from time to time. The changes we can make include:
- (a) changing any of the terms of the Member's Agreement or the Additional Terms (including adding or removing terms);
- (b) changing or adding extra features to any of our existing products or services;
- (c) withdrawing any of the Extra Services;
- (d) changing any of the charges set out in the LOQBOX Tariff; or
- (e) adding new charges to the LOQBOX Tariff.



- 2.2 As this agreement has no fixed duration it could last a very long time. This means that, while we have tried to set out in the next section the reasons we may make changes, it is likely that there might be other reasons why we change this agreement.
- 2.3 Reasons why we may make changes to this agreement include:
- (a) to reflect any changes in laws, regulation or industry codes of practice (including where we have good reason to expect a change), or a decision by a court, regulator or ombudsman;
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product or services;
- (c) to reflect changes in the way we do business or offer our products and services to you, as a result of changes to technology and the systems we use;
- (d) to introduce a new product, service, feature or benefit;
- (e) to withdraw or replace an existing product or service;
- (f) to improve the terms and conditions of this agreement, for example, to make them fairer or easier for you to understand or to correct any mistakes; or
- (g) to make a more significant change to this agreement or to the product or service.
- 2.4 If the change is beneficial to you or neutral, we will make it straight away and confirm the change by making a notice available in the LOQBOX Members' Area as soon as possible afterwards. Otherwise, we will always try to give you at least one month's advance written notice of any change(s) by making a notice available in the LOQBOX Members' Area, unless we have to make the change sooner, for example, to follow a legal or regulatory requirement or to address a security threat, in which case we will tell you as soon as we can.
- 2.5 If you do not agree to the change, you will be able to cancel your LOQBOX Membership and the Member's Agreement with us, or, if the change affects an Extra Service, you can cancel that and end any Additional Terms, while staying a LOQBOX Member. You will need to tell us in the LOQBOX Members' Area before the change takes effect. If you do not tell us before the change takes effect, we will treat you as having accepted the change.

3. RIGHTS TO END THE AGREEMENT

3.1 You can cancel any Extra Service, or end this agreement completely and cancel your LOQBOX Membership at any time via the LOQBOX Members' Area. In order to terminate your LOQBOX Membership you will need to cancel or end any Extra Service that you use.



You will no longer have access to your LOQBOX Membership or Extra Services once you have cancelled it.

- 3.2 We also have the right to end all or part of this agreement. We can withdraw an Extra Service and/or terminate your LOQBOX Membership completely at any time if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) we suspect fraud, or have concerns that a third party may have access to your LOQBOX products or services without your consent or reasonably consider it necessary for your protection;
- (c) if you have seriously broken any of the Additional Terms or any other agreement you have with us or any of the other companies in our group;
- (d) we learn that steps have been taken in connection with your bankruptcy, insolvency or any similar process;
- (e) we need to do so to comply with any law or regulation;
- (f) we need to stop providing the product or service; or
- (g) you do not, within a reasonable time of us asking for it, provide us with information that we need to provide the products or services to you.
- 3.3 If we are doing this because of the circumstances in paragraph 3.2(f) or (g), we will give you at least 14 days' advance notice before we cancel your LOQBOX Membership, and the same amount of notice for the closure of any Extra Services, unless the relevant Additional Terms have a different notice period. In all the other cases, we will end the Extra Service or your LOQBOX Membership immediately and tell you as soon as we can that we have done so.

4. OUR RIGHT TO SUSPEND THE AGREEMENT

4.1 If it is necessary for us to interrupt or suspend the provision of our products or services, for example, to deal with any technical problems, or to make any updates to the product or services as requested by you, or to reflect changes in law or regulatory requirements, then we will always try to tell you first. However, there may be circumstances where we are not able to do so where the problem is urgent. You acknowledge that the services may also be interrupted for reasons beyond our control.

5. IF YOU HAVE A COMPLAINT



- 5.1 We always try to provide a good service, however, sometimes we may not always get things right. If you are unhappy with or have any concerns relating to this agreement, you should contact us via https://www.loqbox.co.uk/support providing full details of your complaint. We have a complaints procedure in place that you must use to raise any complaint or dispute. You can find a copy of this on our website at www.loqbox.co.uk/complaints-procedure.
- 5.2 If you are unhappy with our response, you may have the right to refer your complaint to the Financial Ombudsman Service, depending on the product or service you are using. You can contact the Financial Ombudsman Service using the following details: The Financial Ombudsman Service

Exchange Tower

Harbour Exchange

London

E14 9SR

Telephone: 0800 023 4567

Website: https://www.financial-ombudsman.org.uk

6. CONTACTING EACH OTHER

- 6.1 You can contact us via the website at https://www.loqbox.co.uk/support/ or through the LOQBOX Members' Area.
- 6.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you applied for LOQBOX Membership. You are responsible for informing us if your contact details change.

7. OTHER IMPORTANT TERMS

- 7.1 Promotions. From time to time, we may email you with a unique tracking link containing details of any promotions we are offering for a limited period. If a promotion relates to an Extra Service, you must not have broken any of the relevant Additional Terms in order to be eligible. If you do not use the unique tracking link that we send you, you will not qualify to participate in the promotion. We reserve the right to remove any promotion at any time.
- 7.2 Other Terms. When using LOQBOX you must comply with:



- (a) our Terms of Use at www.loqbox.co.uk/terms-of-use, which sets out the general terms applicable to your use of our website; and
- (b) our Cookie Policy www.loqbox.co.uk/cookie-policy, which sets out information about the cookies on our site.
- 7.3 We may transfer this agreement to someone else. We may transfer our rights and obligations under this agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement. You may not transfer your rights or obligations under this agreement to another person.
- 7.4 Our website, the LOQBOX Members' Area and our communications with you. Our website, the LOQBOX Members' Area and our communications with you may contain links to internet websites which are provided by third parties. You acknowledge that we do not have any responsibility or control over the content of these websites and we will not be liable in any way for the content or any loss arising from your use of such third party websites.
- 7.5 Nobody else has any rights under this contract. The Member's Agreement is between you and us. No other person shall have any rights to enforce any of its terms except for any other companies in our group who provide or help to provide Extra Services. They have the right to enforce any of the terms of the Member's Agreement that relates to or affects the Extra Service. You confirm that, by entering into a contract with us, you are acting on your own behalf and not for the benefit of any other person.
- 7.6 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unfair, the remaining paragraphs will remain in full force and effect.
- 7.7 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this agreement, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products or services, we can still require you to make the payment at a later date.
- 7.8 Entire Agreement. The Member's Agreement, together with any Additional Terms and the LOQBOX Tariff, constitute the entire agreement between us and replace any previous terms provided to you in relation to the products and services.



- 7.9 Other taxes or costs. This agreement only covers the products and services provided by us. There may be other taxes or costs which may be charged by third parties that you need to pay in relation to our products or services, which are not imposed by us.
- 7.10 Which laws apply to this contract and where you may bring legal proceedings. This agreement is governed by English law and any dispute will be dealt with by an English or Welsh court, unless you live in Scotland, where it will be dealt with by the courts of Scotland, or Northern Ireland, where it will be dealt with by the courts of Northern Ireland.
- 7.11 How we communicate with you. This agreement is provided in English and we will communicate with you in English in relation to our products and services.
- 7.12 Your statutory right to cancel this agreement. You have a statutory right to cancel this agreement without charge at any time in the 14 days starting on the day after you have registered with us for LOQBOX Membership. You can do this by contacting us via the website at https://www.loqbox.co.uk/support/ or through the LOQBOX Members' Area. You will need to provide us with the reference number for your LOQBOX Membership. Cancelling your LOQBOX Membership will also cancel any Extra Services you have signed up to use.

8. THE INFORMATION YOU SHARE WITH US

- 8.1 We ask you to share personal information about you in order to provide your LOQBOX Membership and related products and services. See our Privacy Notice at www.loqbox.co.uk/privacy-notice. This sets out the terms on which we process any personal information we collect from you, or that you provide to us. We have to process that data in accordance with the Privacy Notice to provide your LOQBOX Membership or any Extra Services. You promise that all data provided by you is accurate.
- 8.2 You warrant that the information that you provide to us is accurate, up to date, and complete.
- 8.3 We will use, and you expressly authorise us to use, the personal information you provide to us:
- (a) to supply the products and services to you;
- (b) to process your payment for the products and services;
- (c) to provide it to third parties for them to offer you credit and other financial products and services that are tailored to your specific requirements;



- (d) if you agreed to this during the registration process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us; and
- (e) for our marketing purposes provided that we do so in a way that does not disclose your identity.
- 8.4 You hereby expressly give us your permission to include your name in any communication that we may have with any friends who you have referred to LOQBOX through any of our referral schemes. In addition, where you have been referred to LOQBOX by a friend through one of our referral schemes, you expressly agree that we may share your name with the customer that has referred you to LOQBOX. This information will only be made available to the other customer in the LOQBOX Members' Area and will only be used for the purposes of paying any additional amount due to that customer.
- 8.5 We may provide to you the facility to upload information or documents directly onto our website, such as your initial credit report and your final credit report. If you take advantage of this facility you agree that we may have access to these files and the information contained therein for the purposes set out in paragraph 8.3.
- 8.6 We may at any time seek to procure and access a copy of your credit information as held with one or all of the credit reference agencies operating within the UK. This will be done with your consent, which, if given, authorises us to store such information and to use it to monitor your credit account activity and any changes to your credit score in order to provide you with tailored educational information and additional value-added products or services.

LOQBOX Technology UK Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 694919 with permission to carry on credit broking and provide credit information services.