



STANDARD TERMS & CONDITIONS

LAST AMENDED 18/11/2011

STANDARD TERMS & CONDITIONS

PREAMBLE:

Thank you for visiting the YES-secure.com Website. Please read the following YES-secure.com "Standard Terms & Conditions" of use carefully before using this Website. By using this Website, in any way, you are legally bound by all of the Standard Terms and Conditions outlined below, and other Agreements such as the Loan Agreement which you may agree to be bound during your use of this Website as a Borrower and/or Lender. If you do not wish to be legally bound by these Standard Terms and Conditions, please do not register as a Member and please exit the Website now. Non-Members who are users of the Website and Members, who are potential and actual Borrowers and Lenders on the Website, hereby agree to comply with:

1. the Loan Agreement which the Borrower enters with Lenders, and in which YES-secure.com acts as the Agent to the Borrower and the Lenders;
2. the Standard Terms & Conditions of YES-secure.com for the terms, conditions and use of the Website;
3. the Privacy Policy; and
4. the Security Policy.

The Members agree with the Standard Terms & Conditions hereunder by posting their acceptance in the Website managed and owned by YES-secure.com by ticking the acceptance box during registration. Confirmation of this completed Standard Terms & Conditions is deemed complete upon registration by the Member.

An individual who is not a Member will be deemed to accept the Standard Terms and Conditions simply by browsing the Website.

Non-Member users of the Website and Members can and should download and print copies of the completed Standard Terms & Conditions from the YES-secure.com Website.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Introduction

- 1.1. This Website is owned and operated by YES-secure.com Limited, Checknet House, 153 East Barnet Road, Barnet, Hertfordshire, EN4 8QZ, UK, Company Number 06785381, registered in England.
- 1.2. Your access, browsing, and/or any other use of the Website, serves as your acknowledgement and signification that you have read, understand and agree to be bound by all of the terms outlined in these Standard Terms and Conditions and to comply with any other applicable regulations, policies, or laws. Your use and our allowing your access to this Website form the basis of the bargain and consideration between you and YES-secure.com.
- 1.3. This Website is intended for Members who are 18 years of age or older. By accessing this Website you represent and warrant that you are 18 years of age or older and agree to comply with all of its Standard Terms and Conditions. Any registration, use or other participation by anyone under the age of 18 is in direct violation of these terms and will be deemed unauthorized by YES-secure.com.
- 1.4. YES-secure.com reserves the right to amend the Standard Terms and Conditions at any time and shall notify you of any changes by posting a revised version on the Website.
We recommend that you check this Website <http://www.yes-secure.com/TermAndCondition.jsp> from time to time to see if any changes to the Standard Terms and Conditions has occurred. Any and all changes that are posted will become effective immediately and your continued use of the Website, after changes have been posted, shall be deemed as your agreement to be bound by any such changes.
- 1.5. YES-secure.com may suspend, change, remove, or terminate your access to all or any part of this Website without notice and/or liability, however, all Loan Agreements entered into by you will remain in force and you will be provided monthly status of the Loan Agreements by email, and upon completion of the Loan Agreements YES-secure.com may terminate your Membership without notice and/or liability.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In these Terms “we”, “us” and “our” mean YES-secure.com Limited and “you” and “your” mean the Member (acting as a Borrower and/or a Lender as the context requires) and Non-Member user of the Website. Other words to which we have given a particular meaning begin with a capital letter and are set out in section 2.2 of the Standard Terms & Conditions.
- 2.2. In these Standard Terms and Conditions, the following words and expressions have the meanings set out below:
- 2.2.1. “Agent” means YES-secure.com, licensed by the Office of Fair Trading (Licence number: 631278), as the Agent for all its registered Members who are Borrowers and/or Lenders on its Website to carry out the business of consumer credit, credit brokerage, provision of debt-adjusting on a commercial basis, debt administration, and provision of credit information services including credit repair on a commercial basis related to the Standard Terms and Conditions and the provision of all services provided through the Website;
- 2.2.2. “Agreement” means this Standard Terms & Conditions as amended from time to time in accordance with its provisions, together with the Loan Agreement, Privacy Policy, Security Policy and Fee Schedule;
- 2.2.3. “Applicable English Law” means relevant laws related to the Agreement within English Law;
- 2.2.4. “Auto Lending” means that based on the Lender's preset Lending Criteria, YES-secure.com Website lends money on the Lender's behalf as the Lender's Agent on the Loan Requests satisfying their these preset Lending Criteria forming the Lender's Auto Lending Plan. Demonstration of Auto Lending is provided in the link <http://www.yes-secure.com/VideoAutoLending.jsp> ;
- 2.2.5. “Auto Lending Plan” means the Lender can set their Lending Criteria specifying credit scores, minimum interest rates, tenure of the Loans, minimum funded loan percentages, and maximum amounts to be lent per Loan Request. Demonstration of Auto Lending is provided in the link <http://www.yes-secure.com/VideoAutoLending.jsp> ;
- 2.2.6. “Bid” means a Loan Offer placed on a Loan Listing by a Lender where the Lender specifies the amount and the rate that is being offered to that Borrower. Bids can be placed for the duration of the Loan Request specified by the Borrower; Once the Loan Request receives 100% funding Bids, Lenders can continue to Bid by offering lower interest rates and outbidding other Lenders. Demonstration of bidding is provided in the link <http://www.yes-secure.com/VideoLendingCart.jsp>;
- 2.2.7. “Bidding Period” means a period of between ONE to SEVEN Calendar Days specified by the potential Borrower; Demonstration of Borrowing Criteria data entry is provided in the link <http://www.yes-secure.com/VideoBorrowing.jsp>;
- 2.2.8. “Borrower” means the Member identified as the Borrower in the Loan Agreement who borrows money under the Loan Agreement; Demonstration of Borrowing process is provided in the link <http://www.yes-secure.com/VideoBorrowing.jsp>;
- 2.2.9. “Borrowing Criteria” means the total amount the potential Borrower wishes to borrow the Website and the period over which the Borrower wishes to repay the amount borrowed and the requested interest rate; Demonstration of Borrowing Criteria data entry is provided in the link <http://www.yes-secure.com/VideoBorrowing.jsp>;
- 2.2.10. “CCL” means a Consumer Credit License obtained from the Office of Fair Trading (OFT). If a Lender is lending in the course of business, they should obtain a CCL (Consumer Credit License) from the OFT; The current maximum YES-secure.com lending limit for Lenders is £25,000, however, this limit can be exceeded if the Lender has a CCL, in which case, the Lender under his/her own responsibility can lend up to the limit permitted by his/her CCL;
- 2.2.11. “Collections Agency” means T N C Limited, company registration number 02475336, or other Collections Agency we may use at any time;
- 2.2.12. “Community Connections” means connections to other Members on YES-secure.com. Borrowers and Lenders can invite Members and Non-Members to become their Connections. Members can view their Connections' Loan Requests, Loan recommendations and other social activities on the YES-secure.com connections feeds, message board, groups or blogs;
- 2.2.13. “Credit-Checked Loan Listing” means a Loan Listing which a potential Borrower posts on the Website who has been credit checked by YES-secure.com, after which Lenders can make Loan Offers to that Credit-Checked Loan Listing;
- 2.2.14. “Credit Rating” means a credit rating directly or indirectly supplied by Callcredit Limited, company registration number 03961870, or other credit checking agencies used by YES-secure.com, in relation to provision of credit information services of Members including credit repair on a commercial basis via the Website;

- 2.2.15. "Funded Loan" means a Loan Request which has received over 80% funding of the requested amount and accepted by the Borrower;
- 2.2.16. "Intellectual Property" means copyrights, trade and service marks, including the trade marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, registered designs, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same;
- 2.2.17. "Lender" means a Member who lends money under this Loan Agreement and, for the purposes of enforcing the Loan Agreement, includes any person to whom a Lender has transferred his or her rights under that Loan Agreement;
- 2.2.18. "Lending Criteria" means the Auto Lending Plan through which the potential Lender wishes to lend specifying the total Auto Lending amount, the minimum annual interest rate for the lending related to each Yes-secure.com Markets and the periods over which he or she is prepared to lend; Demonstration of setting up Lending Criteria is provided in the link <http://www.yes-secure.com/VideoAutoLending.jsp>;
- 2.2.19. "Loan" means the aggregated sum of all amounts borrowed at the average annual interest rate by the Borrower from each of its Lenders at the agreed annual interest rate with each Lender;
- 2.2.20. "Loan Conditions" means the conditions detailed in the Loan Agreement, agreed by each Lender at the posting acceptance of a Loan Offer and agreed by the Borrower at the posting acceptance of a fully or partially (more than 80%) funded Credit-Checked Loan Listing;
- 2.2.21. "Loan Listing" means the list of Loan Requests made by potential Borrower Members which are active at that time;
- 2.2.22. "Not Verified Loan Listing" means a Loan Request, placed by a potential Borrower, for which YES-secure.com still needs to credit check the Borrower and confirm as a Credit-Checked Loan Listing;
- 2.2.23. "Loan Offer" means an offer by an existing or potential Lender to lend money to a potential Borrower with an outstanding non-expired Credit-Checked Loan Listings;
- 2.2.24. "Loan Agreement" means the Agreement between a single Borrower, a collection of Lenders and the Company acting as the Agent incorporating the Loan Conditions as amended from time to time in accordance with its provisions, together with its schedule containing the Usernames of the Borrower and the Lenders, the Borrower total amount borrowed at the average annual interest rate, the amount each Lender has lent and the Lender's annual interest rate;
- 2.2.25. "Loan Request" means a potential Borrower desired Loan posting specifying the amount to be borrowed and the desired interest rate;
- 2.2.26. "Member" means an individual who has completed the registration process fully and successfully and chosen his or her own unique Username and Passwords on the Website;
- 2.2.27. "Member Content" means private and public Member profiles, photos, messages, notes, connections to other Members, text, information, music, video, advertisements, Not Verified Loan Listings, Credit-Checked Loan Listings, Loan Offers, and other content that a Member uploads, publishes or displays on or through the Website or YES-secure.com blog or discussion boards, or transmits to or shares with other Members;
- 2.2.28. "Membership Criteria" means conditions YES-secure.com specify which individuals have to satisfy to be registered as a Member;
- 2.2.29. "Misrepresentation" means any Member providing fraudulent or incorrect or misleading Member Content on the Website;
- 2.2.30. "My YES-secure Account" means the portion of the database that records the amount YES-secure.com hold for the Member in his or her "My YES-secure" at any time in the YES-secure.com Client Bank Account;
- 2.2.31. "My YES-secure Borrowing Account" means the section of the Website where a Member as a Borrower can view their Loan Requests, Funded Loan details with repayment schedules and can make a full or partial repayment towards their Loan amount in this section of the Website;

- 2.2.32. "My YES-secure Lending Account" means the section of the Website where a Member can view their offered and funded lending on the Website;
- 2.2.33. "My YES-secure" means the part of the Website which can only be accessed by a valid Member, using his or her own Username and Passwords;
- 2.2.34. "Nominated Bank Account" means the bank account the Member has with a United Kingdom bank (a) from which the Borrower authorises YES-secure.com to collect payments under the direct debiting scheme; (b) to which YES-secure.com will make any Loan payments due to the Borrower; and (c) to which, upon instruction from the lending Member, Yes-secure.com will transfer any available unoffered funds belonging to the Lender in the YES-secure.com Client Bank Account;
- 2.2.35. "Non-Member" means a visitor who uses the Website and has not registered as a Member, and who as a user of or visitor to the Website must comply with the Standard Terms & Conditions of the Website.
- 2.2.36. "Passwords" means the Lender or the Borrower unique Username, email address, Password, answers to security questions, which individuals specify when registering as a Member;
- 2.2.37. "Personal Information" means the information YES-secure.com obtain about the Member from the Member, from enquiries and from other organisations, such as credit reference and fraud prevention agencies. Examples of Personal Information include (1) information from application and assessment forms; (2) Members' requests and instructions; (3) details and analysis of how Members meet obligations under these Standard Terms and Conditions or other Agreements Members have with Yes-secure.com; and (4) other information YES-secure.com gets from third parties about the Members; all Personal Information is handled by YES-secure in accordance with the Data Protection Act, 1998;
- 2.2.38. "Property" means the premises licensed by the Company and situated at Checknet House, 153 East Barnet Road, Barnet, EN4 8QZ, UK;
- 2.2.39. "Standard Terms & Conditions" means the YES-secure.com terms and conditions, which Members and Non-Members have agreed to comply with, available on the Website, as amended from time to time;
- 2.2.40. "Subsidiary" means a subsidiary as defined in section 1159 of the Companies Act 2006; YES-secure.com has a 100% owned subsidiary, EBOT IT Services (Private) Limited, India, corporate identity number U72200DL2007PTC171115, whose registered address is at L-2A, Hauz Khas Enclave, New Delhi, India 110016;
- 2.2.41. "YES-secure.com" means YES-secure.com Limited, company registration number 06785381;
- 2.2.42. "YES-secure.com Client Bank Account" means the undesignated client bank account YES-secure.com maintain with the Metro Bank (or such other UK bank as YES-secure.com may choose from time to time) (a) for the purpose of holding funds Lenders wish to lend at the Website; (b) for the purpose of holding Borrowers repayments under Loan Agreements; (c) for the purpose of holding Lenders' funds which have not yet been Loaned and to which the relevant Lenders (and not YES-secure.com) are beneficially entitled; and (d) for the purpose of holding funds to which Members are beneficially entitled in accordance with the Loan Agreement and the Standard Terms & Conditions to which they are a party;
- 2.2.43. "YES-secure Group" means YES-secure.com and each and any of its Subsidiaries;
- 2.2.44. "YES-secure.com Information" means all information delivered to the Member and Non-Member by YES-secure.com during Member or Non-Member use of the Website (including but not limited to the credit report monitoring, personal credit scores and Loan pricing data), including all copyright, database rights and all other Intellectual Property rights in such Information;
- 2.2.45. "YES-secure.com Markets" means the lending markets which we operate for the purpose of matching Auto Lending and custom Loan Offers with Credit-Checked Loan Listings;
- 2.2.46. "Website" means the Internet web marketplace which YES-secure.com operates for the purpose of social networking and matching Loan Offers and Credit-Checked Loan Listings;

3. TRADEMARKS AND LINKS TO THIRD PARTIES

- 3.1. YES-secure.com is a registered trademark of YES-secure.com Limited. Other company, product, and service names and logos used and displayed on the Website may either be the registered or pending registered trademarks or service marks owned by YES-secure.com or other third parties. YES-secure.com does not grant, directly or by any indirect implications on the Website, any license or right to use any of the YES-secure.com trademarks displayed on this Website without the express prior written consent of YES-secure.com for each and every use or instance. You may not use, transmit, distribute, copy, display, change or reproduce any of the trademarks found on the Website unless in compliance with written authorisation by YES-secure.com.
- 3.2. YES-secure.com prohibits the use of any of the YES-secure.com trademarks as part of a link to or from any Website unless the creation and ongoing maintenance of such a link is approved in writing by us prior to use and display. If you are not sure if a mark or logo is a trademark covered under these Standard Terms and Conditions, you may contact us by calling and requesting that someone from our legal department respond to your inquiry.
- 3.3. You should be aware that when you are on the Website, there are links to other Websites that take you outside of our service to Websites that are beyond our control. You acknowledge that when you click on any of the aforementioned links, the Websites you are taken to are not controlled by us; different Terms of Use and privacy policies may apply, and we are not responsible for such Websites. We do not endorse and cannot ensure that you will be satisfied with any products, services, or information that you purchase or receive from a third-party Website that links to or from our Website or third-party content contained on our Websites, such as information or links also found on our blog posts. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.
- 3.4. The Website is an Internet marketplace for putting Lenders and Borrowers in touch with each other. These Standard Terms & Conditions regulate the relationship between YES-secure.com and you as our Members. The relationship between Lenders and Borrowers is also regulated by these Standard Terms & Conditions except in relation to Loan Conditions, which are regulated by the Loan Agreement.
- 3.5. YES-secure.com Limited is acting as the Agent for Borrowers and Lenders in any Loan Agreement (as defined in Clause 1 of the Loan Agreement between Lenders and Borrowers and YES-secure.com as their Agent). As an Agent, YES-secure.com function is to operate and manage the Website and to manage the Loan Conditions.

4. REGISTRATION CONDITIONS TO BECOME MEMBERS

- 4.1. The conditions for you to register and become a Member of YES-secure.com are detailed in this clause 4. We require you to meet a minimum set of Membership Criteria. This means that you must be an individual over 18 years of age, resident in the United Kingdom, and you must have a current bank account in the United Kingdom and be a holder of a debit card in your own name with a bank in the United Kingdom. We require that you check this **Website** <http://www.yes-secure.com/TermAndCondition.jsp> from time to time to see if any changes to the Membership Criteria has occurred.
- 4.2. By applying to register as a Member, you authorise us to make identity and fraud checks on you such as checking your identity, age, debit card, bank details, etc. You also authorise us to obtain Credit Rating for you from our credit reference agency. If we are not able to confirm your identity or credit-worthiness, you will not be able to register as a Member.
- 4.3. You will select your own YES-secure.com Username and Passwords during your registration process which you must keep secure and you must not write down or divulge to any third party. Upon completion of the Membership Criteria steps, we will register you as a Member and set up a My YES-secure Account for you.
- 4.4. The use of the My YES-secure secure Member section of the Website is demonstrated in the following **link**: <http://www.yes-secure.com/VideoPrivateProfile.jsp>.
- 4.5. Once registered as a Member and during lending on the Website, you will EITHER need to declare that you are lending in your own capacity your own money and you are not lending in the course of business if you do not have a Consumer Credit License (CCL), OR If you are a Lender with Consumer Credit License (CCL), you will need to declare your CCL Number issued by the Office of Fair Trading (OFT) and that you are lending in the course of business and that you have a Consumer Credit License (CCL) obtained from the OFT which enables you to lend under your own responsibility up to the limit permitted by your CCL.

- 4.6. You must only ever lend your own money on the Website. You must never have total Loans of more than £25,000 outstanding to other people at any one time on this Website unless your lending is regulated by a CCL.
- 4.7. If you are lending money to other persons in the course of any business on the Website, you must be the holder of a current, valid Consumer Credit License (CCL) issued by the Office of Fair Trading in the UK for the "Consumer Credit" category, and you can lend more than £25,000 subject to the terms of your CCL with the OFT.
- 4.8. Lending limit on the Website is restricted to £25,000 for non-CCL Members on YES-secure.com and it should be noted that this is not an Office of Fair Trading limit. If you as a non-CCL Lender and you are lending significant funds on multiple lending sites then you must decide whether you are lending in the course of business and it is strongly recommended that you consult the Office of Fair Trading to seek a Consumer Credit License (CCL) as lending in the course of business without a CCL is an illegal activity and an offence.
- 4.9. Independent Financial Adviser (IFA) may lend your money on the Website on your behalf, provided you have formally authorised your IFA in writing using a YES-secure.com Template Authority Form available from us to register you as a Member, and operate your My YES-secure Account on your behalf fully, including signing any Loan Offers on your behalf; you are also agreeing via the Template Authority Form that YES-secure.com is not liable for any omissions, errors, losses, damages or costs that arise as a result of your IFA managing your My YES-secure Account on your behalf.
- 4.10. Self Invested Personal Pension ("SIPP") or Small Self Administered Scheme ("SSAS") may lend your pension money via the pension Authorised Trustee provided the SIPP or the SSAS has obtained a Consumer Credit License (CCL) from the Office of Fair Trading (OFT). The Authorised Trustee will be managing the lending of your pension money on the Website; please contact us for the additional rules and regulations that will apply for this type of lending on the Website such as neither the SIPP or SASS member nor the employer associated with the SIPP or SSAS the pension will be entitled to borrow money from the Authorised Trustee on the Website.
- 4.11. You warrant that your Member Content is true and accurate in all respects. If the information given is incorrect, YES-secure.com has the right to involve fraud agencies and relevant credit reference agencies for further action.

5. MY YES-SECURE ACCOUNT

- 5.1. To lend or borrow through the Website you must log on to your My YES-secure Account.
- 5.2. During signing in to your My YES-secure Account, we will request you to enter your Username and Passwords in order to check your identity. Upon successful login to your account, via your correct Username and Passwords being entered, we will assume that you are the person carrying out all the actions on your My YES-secure Account and you will be liable for these actions. You should therefore keep your Passwords safe and secret and avoid storing these on your computer or anywhere else which allows others to access them. If you decide to divulge your Passwords to any person or body such as your IFA, you are liable for any access and actions undertaken by such person or body.
- 5.3. You must inform us immediately if you believe another person is aware of your Passwords or other information which allows access to your My YES-secure.com Account even if this information was not provided by you. Until such point as you inform us on this breach of Passwords security, you will be responsible and liable for any actions undertaken under your account and for any confidential information which may be accessed on your My YES-secure.com Account. You must inform us to reset your Passwords and you must change them yourself. Once we have reset and informed you of your temporary Passwords, you must login immediately and change your Passwords to new values which have not been compromised and which you have previously not used.
- 5.4. My YES-secure Account will show the amounts you have credited into the YES-secure.com Client Bank Account, the amounts you have lent (if any), and/or have offered to Borrowers, and/or have borrowed (if any) through the Website, certain personal and public details, details regarding your Community Connections and groups, and information about the Website as demonstrated in the following link: <http://www.yes-secure.com/VideoPrivateProfile.jsp>.
- 5.5. We can refuse to act on any instruction or amend any information entered that we believe: (i) was unclear; (ii) was not given by you; or (iii) might cause us to breach a legal or other duty; or if we think YES-secure.com is being used for an illegal purpose.

6. LENDING

- 6.1. As a Lender using the Website, you must ensure that your Loan funds are available for lending to Borrowers by first transferring funds you wish to lend into the YES-secure.com Limited undesignated Client Bank Account at the Metro Bank by bank transfer or direct debit from your Nominated Bank Account, or by debit card linked to your Nominated Bank Account.
- 6.2. When transferring funds to our client bank account, please quote your unique reference stated in My YES-secure Account Transfer-In page. As part of the Member registration process you will be required to give us details of your Nominated Bank Account and associated Debit Card. All payments you make to our Client Bank Account will be recorded on your My YES-secure Account as a credit in your YES-secure.com System Account.
- 6.3. When you transfer money to the YES-secure.com Client Bank Account and submit your debit card details for this transaction, we deem and you agree that this transaction to be complete once the amount has been transferred and credited into your My YES-secure.com Account.
- 6.4. Each Borrower that a Lender can lend to is credit-checked upon submission of a Loan Request and classified into a Credit Grade (A*, A, B, C, D, E) based on his or her credit-score before being entitled to post a Credit-Checked Loan Listing. However, YES-secure.com will only be carrying out certain basic anti-fraud checks in respect of each Credit-Checked Loan Listing, namely the Borrower credit score and home address verification based on the Borrower's debit card authorisation verification.

6.5.

Credit Score	Grade
595 – Above	A*
585 – 594	A
572 – 584	B
560 – 571	C
546 – 559	D
530 – 545	E

- 6.6. To lend your money on the market place and make it available to Borrowers, you need to make a Loan Offer. There are two ways of lending with YES-secure: Custom Lending and Auto Lending.
 - 6.6.1. Demonstration of Custom Lending is provided in the link <http://www.yes-secure.com/VideoLendingCart.jsp>;
 - 6.6.2. Demonstration of Auto Lending is provided in the link <http://www.yes-secure.com/VideoAutoLending.jsp>;
- 6.7. Custom Lending: You can selectively lend to specific Loan Requests. These are listed under Loan Listings and you can choose the Loan Request which suits your risk profile. The Bidding Period is between ONE and SEVEN days, specified by the Borrower. Lenders can place Bids on the Loan, choosing the amount they will offer and the interest rate after viewing the credit grading of the Borrower. Once the Loan is funded 100%, Lenders can outbid each other by offering lower interest rates. Once the Loan is accepted by the Borrower, the funds will be automatically lent out from your My YES-secure Account.
- 6.8. Auto Lending: Once you have made a payment into the YES-secure.com Client Bank Account you must then log onto your My YES-secure Account and follow the instructions for setting your Auto Lending Plan Criteria, choosing the amount you want to lend to and at what interest rate, depending on the Borrowers credit grading. Your Auto Lending Plan will remain active until you deactivate it, or it is matched by the website with Credit-Checked Loan Listings made by Borrowers.
 - 6.8.1. By setting up an active Auto Lending Plan, you are unconditionally offering to enter into one or more Loan Agreement which meets your Auto Lending Plan Criteria which you have set up. An active Auto Lending Plan will automatically Bid for you on Borrower Credit-Checked Loan Listings which match your Auto Lending Plan Criteria. Your Loan Offer Bid by your Automatic Lending Plan may be accepted by a Borrower who has received your winning automatic Bid Loan Offer unless and until the Loan Offer is outbid or the Borrower does not confirm acceptance of his or her Loan Listing. You will not be asked to confirm your Automatic Lending Plan Loan Offer once it has been matched with a Borrower's Credit-Checked Loan Listing. The Loan Agreement will be formed automatically at the point when the Borrower confirms acceptance of the offered Loan by accepting these Standard Terms and Conditions.

- 6.8.2. Once your automatic Loan Offer is matched with a Credit-Checked Loan Listing, and the Borrower has accepted the Loan, the amount you have lent will be deducted from your YES-secure.com Auto Lending Account and be credited to the relevant Borrower's YES-secure.com Borrowing Account.
- 6.8.3. Amounts that are repaid to you by Borrowers, can be added to your Auto Lending Plan fund and thus available for automatic lending or can be added to your My YES-secure System Account.
- 6.8.4. Auto lending Plans will not lend to loan listings where the borrower already exists in the lender's loan book unless specified otherwise.
- 6.9. As a Lender, you may make Custom Lending Loan Offers in respect of any listing in YES-secure.com Loan Listings. You acknowledge and agree that you are relying solely on Member Content included by the Borrower in his or her Loan Listing (particularly information relating to whether or not the Borrower is able to afford to repay the total Loan amount requested) and the credit check performed by YES-secure.com on the Loan Listing, in order to decide whether or not to make a Loan Offer.
- 6.10. Bid above 27.5% offered rate of interest will not be accepted while making an offer to a Loan Request. This is to provide a fair Lending and Borrowing platform to all the Lenders and Borrowers.
- 6.11. By posting an Auto Lending or Custom Loan Offer, you are offering to enter into a Loan Agreement with the Borrower. Each Loan Offer is open to be accepted by a Borrower until THREE Calendar days after the corresponding Loan Listing Bidding Period has expired and is 80% or more funded.
- 6.12. A Loan Offer cannot be withdrawn. The amount of money offered in each of your Loan Offers will be reserved in your YES-secure.com Lending Offer Account until either the Loan Offer is accepted and the money is credited to the relevant Borrower, or your Loan Offer is unsuccessful, in which case the amount reserved will be made available to fund other Loan Listings you may choose.
- 6.13. All Loan Offers are made at the Lenders own risk against defaults, and to diversify your risk, each time you offer to lend to a Borrower, each Loan Offer Bid is limited to a maximum of 10% of the Loan Listing amount to a Borrower who is not part of your Community Connections, or if you are lending to one of your Community Connections each Loan Offer Bid is limited to a maximum of 15%.
- 6.14. Each time you offer to lend to others at YES-secure.com you are agreeing to lend that money in amounts of £10 or more to a maximum of £2,500 if the Borrower is in your Community Connections or £500 if the Borrower is NOT in your Community Connections for the maximum borrowing of £25,000. If you decide at your own risk to make multiple Loan Offers to a Borrower, you are increasing your percentage of the Loan risk default and we advise strong caution and advice against multiple offers.
- 6.15. During the Bidding Period, once a Lender places a Loan Offer and accepts the potential "Loan Agreement" subject to the Loan Conditions via the My YES-secure Account on the Website, the Lender cannot withdraw the Loan Offer and YES-secure.com will reserve the offered amount of the Loan Offer which will be used in one of the following ways:
- 6.15.1. The Loan Offer reserved amount will be Loaned to the Borrower for the Loan period, if the Lender's offer is a winning Bid, and if the Borrower within THREE days after the end of the Bidding Period accepts the Loan subject to the Loan Conditions; or
- 6.15.2. If the Lender's Loan Offer becomes or is no longer a winning Bid, the Loan Offer reserved amount will be released back to the Lender's My YES-secure Account Balance for the Lender to reuse; or
- 6.15.3. If the Borrower does not approve and accept the Loan within the THREE days after the end of the Bidding Period, the Credit-Checked Loan Listing Borrower request will expire and the Loan Offer reserved amount will be released back to the Lender's My YES-secure Account Balance for the Lender to reuse.
- 6.16. When a Borrower accepts the Loan (at which point both the Borrower and the collection of Lenders have accepted the terms of the Loan Agreement), the Loan Agreement will automatically be created between the Borrower, the Lender and the Company.

- 6.17. The Borrower will set up a direct debit and debit card to pay monthly instalments to YES-secure.com Client Bank Account the amount that is repayable on a monthly basis and these amounts will be credited to the Lenders' YES-secure.com Lending Account as and when these payments are received.
- 6.18. You as a Lender can log on to your My YES-secure Account and either re-offer the received payment amounts, or request the payment of these amounts be transferred to your Nominated Bank Account.

7. BORROWING

- 7.1. As a Member of the YES-secure.com web marketplace, you will be able to place a Loan Request on the Website specifying your Borrowing Criteria, detailing how much you have requested and at what required interest rate, displayed as a Not Verified Loan Listing. Your Loan Listing will then reflect the total amount to be borrowed, inclusive of the YES-secure.com borrowing arrangement fee. Once the Loan Listing has been reviewed by YES-secure.com underwriting staff who will add the latest credit score to your Loan Listing, the listing will then be posted as a Credit-Checked Loan Listing, which will be open for Bids from potential Lenders for a Bidding Period of between ONE and SEVEN Calendar Days, specified by the potential Borrower. Demonstration of borrowing process and Borrowing Criteria data entry is provided in the link <http://www.yes-secure.com/VideoBorrowing.jsp>;
- 7.2. Borrowers can auto-post their own Member Content on their Loan Requests which YES-secure.com underwriting staff can subsequently review, remove or alter if found to be unsuitable for any reason or if YES-secure.com receives an objection from any third-party. By placing a Loan Request on the Website, you warrant that the Member Content of your Loan Listing is true and accurate in all respects. If information given is incorrect and false, YES-secure.com has the right to involve fraud agencies and relevant credit reference agencies for further action.
- 7.3. Once a Loan Request has been credit checked successfully within our credit score categories, YES-secure.com web marketplace will then show you the status of your Credit-Checked Loan Listing. Your Credit-Checked Loan Listing will be matched with Lending Offers placed by Lenders Auto Lending Plans and/or custom Lending Offers placed manually by Lenders who search and Bid on your Credit-Checked Loan Listing. By posting a Credit-Checked Loan Listing, you are confirming that the details provided by you are fully correct and contain no errors or omissions.
- 7.4. During the Bidding Period, the Loan Listing Member Content can be revised by the Borrower or the Loan Listing can be cancelled by the Borrower provided the Loan Request has not expired.
- 7.5. A borrower may only have one active Loan Listing at a certain time.
- 7.5.1. A Borrower's Loan Listing may only be approved provided they have at least six months repayment history with no late repayments on all their existing YES-secure loans.
- 7.5.2. A Borrower can hold no more than three loans with YES-secure.
- 7.6. YES-secure.com Lenders may post Loan Offers in relation to your Credit-Checked Loan Listing and once placed, a Loan Offer cannot be withdrawn. Once your Credit-Checked Loan Listing has been funded with Loan Offers to at least 80% of the total Loan amount requested in your Listing inclusive of the YES-secure.com Borrower arrangement fee, you will have THREE Calendar days after the expiry of the Loan Listing to accept the Loan Offers made on your My YES-secure Borrowing Account. If you accept the winning Loan Offers a Loan Agreement will be formed between you and the multiple Lenders who posted a Loan Offer that you accepted.
- 7.7. During the acceptance of the Loan Agreement, you must enter the details of your Nominated Bank Account and set up a direct debit and a debit card payment method from that Nominated Bank Account to the YES-secure.com Client Bank Account, which is to be used to make the repayments due from you to the multiple Lenders under these Standard Terms and Conditions you enter into.
- 7.8. As a Borrower you can nominate the direct debit or debit card repayment date option by choosing the 1st, 7th, 14th, 21st and 28th for your nominated repayment date.

- 7.9. After the Borrower's acceptance of the Loan Agreement, YES-secure.com, subject to successful final identity and credit reference verification of the Borrower and Lenders, will approve the Loan Agreement as the Agent on behalf of the Lenders and the Borrower who are party to the Loan Agreement. This process usually takes 24-48 hours excluding weekends and bank holidays.
- 7.10. YES-secure.com automatically selects the start date of the Loan Agreement as the next available date from the set of 1st, 7th, 14th, 21st and 28th of the month.
- 7.11. We will provisionally credit your YES-secure.com Account with the total amount you have borrowed, less our arrangement fee, but actual payment of this amount is subject to:
- 7.11.1. you providing us with certain additional information which we will ask you during the underwriting process such as salary slips, mortgage terms, university admissions letters, etc.
- 7.11.2. that this additional information and the Loan Listing information you posted to create the Credit-Checked Loan Listing are not inaccurate or deficient in any respect;
- 7.11.3. that we do not discover any fraudulent inaccuracies which we will report to credit reference and fraud agencies and which will void the Loan Agreement and;
- 7.11.4. that we assess the affordability of your repayments as acceptable.

8. LOAN AGREEMENT

- 8.1. The Website operates by instant matching of Auto Lending Plans with Credit-Checked Loan Listings and by posting of Lenders custom Loan Offers, which produces each Loan Agreement (which may be a credit Agreement signed by each Lender and Borrower if the relevant Lender is a CC Licensee).
- 8.2. By accepting these YES-secure.com Standard Terms and Conditions, you are accepting that:
- 8.2.1. The Loan Agreement incorporates its Loan Conditions,
- 8.2.2. Lenders entering into a Loan Agreement sub-contract to the YES-secure.com specified Collection Agency to collect any missed repayments due by the Borrower in accordance with the collections procedure published on the Website,
- 8.2.3. Direct debit and/or debit card payments made to repay the Borrower's Loan in each Loan Agreement are processed by YES-secure.com.
- 8.3. The Loan Agreement details the Borrower's Username and the list of Lenders' Username which are all unique and for which YES-secure.com maintains confidentially the full name and address personal details and which will only be disclosed when it is necessary to enforce proceedings for any recovery under the Loan Agreement.
- 8.4. The Loan Conditions comprises the amount borrowed, the effective APR for the Borrower, and the amount that has been lent by each Lender that makes up the total amount borrowed, as detailed in the Borrower's My YES-secure Borrowing Account. The Borrower's My YES-secure Borrowing Account details the list of Lenders by their Username, their lent amount and the interest rate for each lender's lent amount.
- 8.5. The Loan Conditions permit the Borrower to make a partial or a full early repayment free of charge except for the interest payable up to the date of repayment. This can be performed by the Borrower from his/her My YES-secure Account.
- 8.6. Missed repayments by a Borrower can and will affect the Borrower's credit score through the data share mechanism we operate with the credit reference agency. Borrowers with Loan repayment financial difficulties must contact us as soon as possible by **e-mailing support@yes-secure.com** or by phone. We will then be able to tell you our procedures and whether your details will be passed on to the Collections Agency who can chase debt on behalf of all Lenders to the Borrower in default.
- 8.7. If your circumstances change in a way that may affect your ability to meet your repayments due under any of your Loan Agreement, you should inform YES-secure.com and the Collections Agency immediately.

- 8.8. Any late monthly repayments and defaults by the Borrower on the Loan Agreement will lead to information being supplied to the credit referencing agencies and this may have serious impacts on your ability to receive credit in the future.
- 8.9. If a Borrower fails to pay the full amount of each repayment due under the Loan Agreement for a period of 90 consecutive days, each Lender who has lent to the Borrower sub-contracts to the Collections Agency the collection of any missed payments due from the Borrower. The Lender will receive any recovered amounts by the Collections Agency minus the Collection Agency charge which shall not exceed 20% of the recovered amounts.

9. MEMBER ACCOUNTS - LENDERS

- 9.1. The YES-secure.com Client Bank Account will hold the full amount which you have transferred from your bank account including the amount you have offered to Borrowers but has not yet been disbursed to the Borrower, and any repayments received from Borrowers. This is shown as credit on your My YES-secure.com Account and is held by YES-secure.com on trust. No interest will be payable on any balances held in the YES-secure.com Client Bank Account to the lending Members' holding in this account. There shall be 80 years perpetuity period of any trust created pursuant to these terms.
- 9.2. If a Loan is accepted and a Loan Agreement is entered into, payments which are made from Lenders to the Borrower funding their Loan Request will be made through the YES-secure.com Client Bank Account.
- 9.3. As a Lender, you can withdraw the funds available in your My YES-secure Account and transfer these funds to your Nominated Bank Account at any time. Any amounts offered as Loan Offers will not be able to be transferred out, even if the loan has not yet been disbursed. If the Borrower fails the underwriting checks YES-secure.com carry out, the amount you have lent to the Borrower will be returned to your My YES-secure Account for you to either reoffer to other Borrowers or transfer to your Nominated Bank Account.
- 9.4. If there has been no action on your My YES-secure.com Account for 2 years, we reserve the right to transfer these funds to your Nominated Bank Account at our discretion.

10. MEMBER ACCOUNTS - BORROWERS

- 10.1. All Loan disbursements are made through the YES-secure.com Client Bank Account.
- 10.2. Under the Loan Agreement, Borrowers make their repayments by direct debit or by their debit card to the YES-secure.com Client Bank Account on a monthly basis based on the repayment schedule provided in the My YES-secure Borrowing Account. Once repayment is received from the Borrower, YES-secure.com credits the My YES-secure.com Lending Accounts of each of the relevant Lenders in the Loan Agreement. Lenders can relend or withdraw the received repayments as and when they require.

11. VARIATIONS

- 11.1. These Standard Terms & Conditions may be changed by us from time to time as a result of commercial considerations, Members' feedback, improvements in the Website, changes required by third party service providers, changes in Applicable English Law, rules, Government regulations, market conventions, Financial Services Ombudsman, arbitrator, regulator, decisions or orders of the English court or any undertakings given in one of these contexts.
- 11.2. Such changes will be informed with an amendment date in the heading and/or on a communiqué in the discussion board. The changes to the Standard Terms and Conditions will apply immediately upon publication on the Website. If you continue to use the Website 7 days after being notified of these changes, you will have accepted the amended Standard Terms and Conditions. If you do not agree with the changes, you must inform us on support@yes-secure.com and we will then restrict your Member access to the Website to purely enable you to manage any existing Loan Agreements you are party to.

12. TERM AND TERMINATION OF MY YES-SECURE ACCOUNT

- 12.1. If you have no outstanding Loan Agreements to be repaid and have no Loan Requests posted, you may terminate your membership to YES-secure.com by sending an email detailing your request to terminate your membership to support@YES-secure.com. We will continue to maintain all Member records along with the Collections Agency as required by law. Your data will be kept until all outstanding repayments (plus fees and interest) have been repaid in full.
- 12.2. If for any reason, YES-secure.com terminates your membership with YES-secure.com, any Loan Requests you have posted on the Website shall be terminated/cancelled and will be removed from the Website immediately. However, if a Member has a current Loan Agreement in force, YES-secure.com may only restrict functionality to simply managing these existing agreements at its discretion.
- 12.3. If for any reason, YES-secure.com terminates your membership with YES-secure.com, any Loan Requests you have posted as a potential Borrower on the Website shall be cancelled, and your access to your My YES-secure Account will be removed or if you have one or more current Loan Agreements in force as a Lender or as Borrower, you will be provided limited access to the summary details of these Loan Agreements through the Website in order for you to fulfil your obligations with respect to these agreements, and once your Loan Agreements have been satisfied as complete we may terminate your membership with YES-secure.com.
- 12.4. Your membership may be suspended immediately and without notice if we suspect or believe that you may be the victim of fraud, and we will notify you of such suspension as soon as it is permissible by Applicable English Law.
- 12.5. Upon termination of membership with YES-secure.com, we will transfer any amount belonging to you in your My YES-secure Account to your Nominated Bank Account.

13. USE OF PERSONAL INFORMATION

- 13.1. We have identified your Personal and Public Information in your My YES-secure Account; demonstration of your account is provided in the link <http://www.yes-secure.com/VideoPrivateProfile.jsp>.
- 13.2. We may check additional Private Information details (such as proof of identity, employer pay slips, university admissions proof, etc.) to help make decisions about credit and credit related services for you.
- 13.3. We may use your Personal Information to update your records; carry out market research; carry out standard ID, credit, underwriting, and administration checks; keep you informed about your lending or borrowing on the Website; assess lending risks, and for any other activities we reasonably need to undertake in the course of our social networking lending and borrowing business.
- 13.4. Your data WILL also be used to detect, prevent and tackle fraud and money laundering. Inaccurate or false information provided by you to YES-secure.com will be recorded and will be passed on to fraud prevention agencies whereby law enforcement agencies may access and use this information which may lead to prosecution. Information from fraud prevention agencies located throughout the world may be accessed and used by YES-secure.com.
- 13.5. You agree that your Personal Information will be kept confidential and will only be given to others for the purposes outlined in the Agreement and on the Website. Your Personal Information may be given to credit reference agencies to check your identity, prevent fraud and check your credit score. Borrowers' Loan Conditions and status of borrowing accounts will be provided to credit reference agencies to inform them the status of all loan accounts that have been opened and their working status. Your Personal Information may also be passed to any third party Collection Agency acting on behalf of Lenders for the purpose of debt recovery and obtaining missed or late repayments on your borrowing.
- 13.6. YES-secure.com credit reference agency will keep a record of any credit application and other searches, and other financial services companies may use the footprints left related to the searches to assess applications they receive from you in the future.
- 13.7. You will be given at least 28 days notice if we decide to file a default on your credit reference file.
- 13.8. YES-secure.com uses secure 24-hour manned UK data centres for the storage of your Personal Information. We may transfer your Personal Information abroad within our YES-secure Group, however, we will ensure your information is held securely to UK standards.

- 13.9 Your rights are protected under the Data Protection Act 1998 to access certain personal records held by us, the credit reference agencies and fraud prevention agencies. You can make this "subject access request" by writing to us at support@YES-secure.com. Prior to executing your subject access request, we will agree any fees we may charge for the information which will be limited to administration costs only.
- 13.10. Your Personal Information is not disclosed to any other Members unless it is necessary to enforce any of your Loan Agreements to obtain repayment. If you receive Personal Information from us about any other Member, please inform us urgently by email to support@yes-secure.com, and please note you are not permitted to use or distribute the Personal Information directly, other than in communication with us.
- 13.11. You agree that, in the course of business on the Website, Loan Conditions and other data (for example, Username, Loan amount and repayment details) but not your full name, post code address or payment details may be shared between Members. We will not be liable for any use or misuse of this data by others, and you must inform us of any misuse of this data on the Website that you are aware.
- 13.12. You agree to be solely responsible for your interactions with other Members and you warrant that your Member Content will not infringe or violate any copyright, trademark, privacy or proprietary rights of any third parties. We reserve the right, but have no obligation, to monitor disputes between you and other Members of the Website. Member Content posted by you on the Website must not contain libellous, defamatory or otherwise unlawful material.
- 13.13. You indemnify and hold the YES-secure Group and its Members, the YES-secure.com directors, officers, Agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with any of your Member Content on the Website and your use of the Website.
- 13.14. You indemnify us against any unlawful use or actions performed by you on the Website.
- 13.15. You indemnify us against any violation by you of these Standard Terms & Conditions.
- 13.16. You undertake not to use the Website, its blogs or its discussion boards to collect email addresses or other financial, personal or contact information of Members or other Non-Member users of the Website by electronic or other means for any purpose.
- 13.17. You undertake not to use any automated scripts to collect information from or otherwise interact with the Website.
- 13.18. You must not upload, post, publish, display, share, store your Member Content on the Website that we may deem to be misleading, discriminatory, harmful, abusive, inflammatory, threatening, unlawful, libellous, defamatory, infringing of any Intellectual Property rights, obscene, fraudulent, invasive of privacy or publicity rights.
- 13.19. You must not upload, post, publish unsolicited or unauthorized advertising, junk mail, spam, chain letters, and pyramid schemes or any other form of solicitation on the Website, its blogs or its discussion boards.
- 13.20 You must not attempt to promote or market any goods or services for your own financial benefit on the Website.
- 13.21. You must not register at YES-secure.com more than once.
- 13.22. You must not impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your financial employment or personal circumstances or your affiliation with any person or entity on the Website.
- 13.23. You must not use or attempt to use or login to another Member's account.
- 13.24. You must not solicit Personal Information from anyone under 18 or solicit Passwords from Members on the Website.
- 13.25. You must not invite any Member of the Website to lend or borrow money outside the Website.
- 13.26. Please email support@YES-secure.com if you need further advice on or information about the use of your Personal Information by YES-secure.com and associated third parties.

14. PROTECTING YES-SECURE.COM INFORMATION

- 14.1. YES-secure.com Information on the Website is owned by us or our licensors (for example, credit reference agencies).
- 14.2. The use of YES-secure.com Information on the Website is subject to the Standard Terms & Conditions herein and any use outside these terms entitles us to cancel your My YES-secure Account.

15. PROHIBITED ACTIVITY

- 15.1. Members confirm and agree that you will not and have not done the following in connection with any Loan Requests and Loan Offers, Loans, other actions involving or potentially involving the Website:
 - 15.1.1. Misrepresented or falsified personal identity, or described, presented or portrayed themselves as a person or entity other than themselves;
 - 15.1.2. Made any false, misleading or deceptive statements or omissions of material fact in the Loan Requests or Loan Offers;
 - 15.1.3. Bid, or have someone Bid for you, on their own Loan Request;
 - 15.1.4. Represented yourself to any person, as a representative, employee, or Agent of YES-secure.com or any of its affiliates or Subsidiaries, or purport to speak to any person on behalf of YES-secure.com or any of its affiliates or Subsidiaries;
 - 15.1.5. Given, or attempted to give, any Member any fee in exchange for such Member's Agreement to Bid on a Loan Request, or proposed or offered any fee, bonus, additional interest, kickback or thing of value of any kind, in exchange for a Member's Agreement to Bid on a Loan Request;
 - 15.1.6. Brought a lawsuit or other legal proceeding against any Member;
 - 15.1.7. Included or display any of the following information: Member's own name, address, phone number, email address, social insurance number, driver's license number, bank account or credit card numbers on the Website or any other associated Website;
 - 15.1.8. Published, shared or otherwise disclosed Member's own Username or Passwords to others;
 - 15.1.9. Posted, uploaded, published, displayed, transmitted, shared, stored or otherwise made or attempted to make publicly available on the Website or on any other Website, or in any email, blog, forum, medium or other communication of any kind, any private or Personal Information of any other Member, including, without limitation, names, addresses, phone numbers, email addresses, social insurance numbers, driver's license numbers, bank account or credit card numbers, photos or videos, whether or not such private or Personal Information is displayed on or ascertainable from the Website, or obtained or obtainable from sources unrelated to YES-secure.com (such as from a "Google search" or other online research);
 - 15.1.10. Posted, uploaded, published, displayed, transmitted, shared, stored or otherwise made or attempted to make available on the Website any material that:
 - 15.1.10.1. Infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy;
 - 15.1.10.2. Violates Applicable English Laws;
 - 15.1.10.3. Is defamatory or libellous; (i) that is lewd, hateful, violent, pornographic or obscene; (ii) that violates any laws regarding unfair competition, antidiscrimination or false advertising; (iii) that promotes violence or contains hate speech; (iv) that contains viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines;

- 15.1.11. Engaged in, or participated in any transaction, or activity, or course of conduct that Lenders or Borrowers know, or ought reasonably to know, resulted in or contributed to a misleading appearance of Bidding activity on, or an artificial Loan rate for, any Loan Request, or interfered with market processes and natural markets, or perpetrated a fraud on any person or company; and
- 15.1.12. Did or attempted to do anything to post, upload, publish, display, transmit, share, store or make available on any Website, or in any email, blog, forum, discussion group, medium or other communication of any kind, a Loan Request, any part or parts of a Loan Request, or any reference to a Loan Request, including using source download/upload/distribution; screen print/image/email; screen scraping; data downloading or other similar tools.
- 15.2. YES-secure.com may in its sole discretion, remove material from any Loan Request, Bid, posting or other transaction on our Website that YES-secure.com in its unfettered discretion believes is contrary to this section.
- 15.3. Members acknowledge that they may have personal liability if they fail to safeguard their Username and Passwords.
- 15.4. Members hereby agree to alert YES-secure.com immediately if they identify any fraudulent activity in connection with the Website.

16. LINKS AND TOOLS

- 16.1. The YES-secure.com Information on the Website such as Press Releases, News, Loan Calculators, etc do not constitute any form of advice or recommendation by us to our Members and Non-Members who must not make or rely upon the information as a sole basis for any specific investment decision. The information provided allows you to consider "what if" scenarios and cannot be relied upon as a guarantee of any particular result. We can not guarantee, warrant or represent that the information provided by us is complete, accurate, up-to-date or without errors; that the Website is virus free; that our Website operation will be uninterrupted or without errors. Members and Non-Members use and download any information including public Member Content on the Website at your own discretion and you will be exclusively responsible for any damage to your computer or any data loss that results from you downloading from the Website.
- 16.2. You are responsible for any related telecommunications charges, digital television subscription or other charges for the time you spend accessing the Website via the Internet or any wireless, television or other relevant network.
- 16.3. The availability on the Website of links to third party websites, services or material does not constitute any form of responsibility, recommendation, advice, endorsement or publication of any such third party websites, services or material.
- 16.4. The Member Content can not be relied upon by you or any third party as a guarantee of any particular result. The availability of the Member Content on the Website does not constitute any form of advice, recommendation or endorsement by us, and you are solely responsible yourself on making any decisions which rely on the Member Content.
- 16.5. Member Content is the sole responsibility of the Member whose content it is and we are expressly not responsible or liable in any manner for this Member Content posted on the Website. We do not control and are not responsible for what Members or other users post, display, upload, publish transmit or share on the Website and are not responsible for any content that breaches or is of a kind that might breach any provision of these Standard Terms & Conditions. We are not responsible for the conduct, whether online or offline, of any Member or Non-Member user of the Website.
- 16.6. We reserve the right to change any and all content, software and other items used or offered or contained in the Website at any time without notice.
- 16.7. You may not include a link to the Website in any other website without our prior written consent and license.

17. LIMITS ON LIABILITY

- 17.1. YES-secure.com applies to all its Members a fair-deal and non-discrimination policy and we aim to correct mistakes and handle complaints promptly as described in the Standard Terms & Conditions.
- 17.2. We limit our liability to any Member (with or without a Consumer Credit License) to the level of fees paid to us by the Member. We expressly limit our liability to any Member who has entered into any Loan Agreement under dispute to the fees paid to us by the Member in connection with the disputed Loan Agreement.
- 17.3. We are not liable for any loss or damage arising out of or in connection with any error or inaccuracy in the Member Content entered by you or any other Member.
- 17.4. We are not liable for any breach of contract, negligence, Misrepresentation or wilful misconduct in relation to Website use or Loan Agreements by our Members.
- 17.5. We are not liable for any indirect, special or consequential loss or damage, including loss or damage arising out of or in connection with lost Member Content, lost profits, damage to goodwill or business interruption.
- 17.6. We are not liable for any consequential loss or damage arising directly out of our own breaches of these Standard Terms & Conditions, negligence or wilful misconduct.
- 17.7. These Standard Terms & Conditions do not exclude or limit the liability of either you or us for death or personal injury caused by our own negligent or fraudulent acts or omissions.

18. YES-SECURE.COM LEGAL AND REGULATORY STATUS

- 18.1. YES-secure.com Limited is a company incorporated in England & Wales under company registration number 06785381, having its registered office at Checknet House, 153 East Barnet Road, Barnet, EN4 8QZ, the holder of Consumer Credit License 631278 from the Office of Fair Trading and registered with the Office of the Information Commissioner (registration number Z1960081). YES-secure.com is not registered with the FSA and does not need to be regulated by the FSA.

19. COMPLAINTS AND DISPUTE RESOLUTION

- 19.1. Any complaint about YES-secure.com, the Website, any Loan Agreement you have entered into through the Website or the Standard Terms & Conditions must be emailed by you to complaint@YES-secure.com, with brief details of your complaint together with your Username. Our Customer Service & Underwriting Manager will acknowledge your complaint by email within 2 business days, which will then be investigated and initially responded to with any complaint rectification proposal within 5 business days from acknowledgement of your complaint.
- 19.2. You can email complaint@YES-secure.com and ask us for a copy of our complaints handling procedure.
- 19.3. If you are not satisfied with the response from the Customer Service & Underwriting Manager, you can email on complaint@YES-secure.com with your continued complaint with the subject "Complaint Referred to the Managing Director", who will respond by email within five business days from the date of this email.
- 19.4. Within six weeks from your complaint referred to the Managing Director, a final response will be sent explaining the YES-secure.com position to resolve the complaint. Unresolved complaints after 8 weeks may be referred either directly to legal action through the small claims court or may be referred to the Financial Ombudsman Service.
 - 19.4.1. Any disputes related to the Loan Agreements which cannot be settled between the parties should be resolved through us or the small claims court.

20. GENERAL

- 20.1. You must account for and report to the UK tax authorities yourself any taxes that apply to you from Loan Agreements entered into on the Website under these Standard Terms & Conditions.
- 20.2. Any unenforceable or illegal part in relation to Applicable English Law of the Standard Terms & Conditions, does not affect the validity or enforceability of the remainder of the Standard Terms & Conditions. In addition, we may chose not to apply one or more of our rights under the Standard Terms & Conditions at any specific time, however, this will not prevent us from doing so later.
- 20.3. "YESsecure", "YES-secure", "YES-secure.com", and related design, are trademarks of YES-secure.com Limited.
- 20.4. You agree that all communication including notices from us to you will be electronic and may be delivered to you at your My YES-secure Account and/or by email to your registered email address detailed in your Personal Information.
- 20.5. You agree that the records kept on the Website are definitive on matters they purport to record.
- 20.6. The Standard Terms & Conditions are in English and governed by Applicable English Law which shall also apply to the establishment of our relationship with you. We will only write and communicate with you in English.