



## FEESIER LENDING TERMS

### 1. Parties

These lending terms (the “**Terms**”) are entered into between:

1. The Feesier Ltd, a company incorporated in England and Wales with registration number 13225351 and its address at 71 - 75 Shelton Street, WC2H 9JQ, London, United Kingdom (the “**Lender**”); and
2. The party applying to for the Financing (as defined below) (the “**Borrower**”).

### 2. Definitions

“**Business Day**” means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Financing**” means the Lender’s agreement to provide unregulated credit financing to the Borrower in accordance with these Terms and which is repayable in four equal monthly instalments as set out in the Payment Subscription and may be otherwise confirmed by the Lender to the Borrower.

“**Late Payment Fees Policy**” means the Lender’s policy on late payment fees applicable in case of any missed or late payment by the Borrower which can be accessed [here](#).

“**Parties**” means the Lender and the Borrower (each a “Party”).

“**Payment Subscription**” means the Borrower’s electronic payment subscription that the Borrower is required to complete in respect of the Financing and which includes payment of the first monthly instalment.

“**Qualifying Legal Fees**” means the legal fees for a determined and set amount payable by the Borrower to their legal services provider which have been approved by the Lender for Financing.

Any use of the plural in respect of the Borrower in these Terms shall be read as singular and shall not imply or mean reference to or existence of multiple borrowers.

### 3. The Financing

- 3.1. Upon the Borrower successfully passing the Lender’s credit assessment and duly completing the Payment Subscription, the Lender agrees to provide the Financing to the Borrower in accordance with these Terms and the Payment Subscription terms.



- 3.2. The Financing is provided for the Borrower's Qualifying Legal Fees and as specified in the Payment Subscription. The Borrower's Qualifying Legal Fees will be paid directly to the Borrower's legal services provider as specified on their application for the Financing and in accordance with the terms agreed between the Lender and the legal services provider in question.
- 3.3. Feesier has no obligation to pay any other Borrower's legal fees except for the Qualifying Legal Fees.

#### 4. Repayment

- 4.1. The Borrower will repay the Financing in accordance with these Terms and the Payment Subscription terms.
- 4.2. Subject to terms of clause 6 below, any subsequent dispute or termination of the relationship between the Borrower and their legal services provider will not affect the Borrower's liability to repay the Financing to the Lender unless agreed otherwise with the Lender in writing. The Borrower will continue to make their repayments to the Lender and any refund or credit obtained by the Borrower as a result of any such dispute or termination of the relationship with their legal services provider must be used by the Borrower to repay the Financing to the Lender.

#### 5. Interest and Fees

- 5.1. No interest or fees will be payable by the Borrower in relation to the Financing, provided that the Borrower makes all payments on time.
- 5.2. **For any Financing provided from 25 June 2024 onwards, the Lender's [Late Payment Fees Policy](#) will apply. The Lender reserves the right to determine (in its sole discretion) whether to apply the [Late Payment Fees Policy](#) in each individual case.**

#### 6. Cancellation and early repayment

- 6.1. The Borrower can cancel the Financing at any time before the Borrower's Qualifying Legal Fees are paid to the legal services provider designated by the Borrower on their application for the Financing.
- 6.2. The Borrower is entitled to repay the Financing early at any time after the Borrower's Qualifying Legal Fees are paid directly to the legal services provider designated by the Borrower on their application for the Financing.



## 7. No representation or warranty

The Lender's provision of the Financing does not amount to any Lender's representation, warranty, endorsement or guarantee of the quality of work of the legal services provider used by the Borrower, nor shall the Lender have any liability or responsibility in relation it.

## 8. Default

In the event of the Borrower's failure to repay the Financing in accordance with these Terms and the Payment Subscription terms, the Lender will be entitled to take such steps as it may consider appropriate to recover the amounts owed by the Borrower. This can include recovery through the courts, use of a debt collection agency or any other lawful recovery methods. The Lender will seek to recover the costs of any such recovery action from the Borrower.

## 9. Notices

9.1. If a Party wishes to give a notice to the other under these Terms, it must give it in writing by sending it to email address provided below for the purposes of these Terms:

9.1.1. [customer.services@feesier.com](mailto:customer.services@feesier.com); and

9.1.2. the email address provided by the Borrower on their application for the Financing.

9.2. Delivery by email will be assumed to have happened at the time of transmission if sent before 6pm London time and in all other cases at 9.00 am on the next Business Day after transmission, provided that it was sent to the correct email address and/or no notice of delivery failure is received.

9.3. This arrangement does not apply to the service of any documents in legal proceedings.

## 10. General

10.1. The Borrower may not assign, transfer, charge or sub-contract their rights and obligations under these Terms without prior written consent of the Lender.

10.2. The Parties agree that these Terms and the Payment Subscription constitute the entire agreement between them and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.



- 10.3. These Terms do not confer any rights on any person or party (other than the Parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.4. Changes to these Terms are only binding if the Parties agree them in writing.
- 10.5. Delay in exercising a right under these Terms will not mean that right or any other right cannot be exercised later.
- 10.6. These Terms will be interpreted in accordance with the laws of England and Wales.
- 10.7. The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.