

## 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 provision of 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.

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

“**Payment Subscription**” means the Borrower’s electronic payment subscription with Stripe that the Borrower is required to complete in respect of the Financing.

### 3. The Financing

3.1. Subject to the Borrower passing the Lender’s credit assessment and duly completing the Payment Subscription, the Lender agrees to provide the Financing to the Borrower as set out in these Terms and in the Payment Subscription.

3.2. The Financing is provided for the Borrower’s fixed legal fees and will be paid directly to the legal services provider designated by the Borrower on its application for the Financing.

### 4. Repayment

4.1. The Borrower will repay the Financing in accordance with these Terms and the Payment Subscription.

4.2. Any subsequent termination of the relationship between the Borrower and its legal services provider will not affect the Borrower’s liability to repay the Financing to the Lender. The Borrower will continue to make

its repayments to the Lender and any refund or credit obtained by the Borrower as a result of any such termination of the relationship with its legal services provider should be used by the Borrower to repay the Financing to the Lender.

## **5. Interest and Fees**

No interest or fees will be payable by the Borrower in relation to the Financing.

## **6. Cancellation and early repayment**

6.1. The Borrower can cancel the Financing at any time before the Borrower's fixed legal fees are paid to the legal services provider designated by the Borrower on its application for the Financing.

6.2. The Borrower is entitled to repay the Financing early at any time after the Borrower's fixed legal fees are paid directly to the legal services provider designated by the Borrower on its 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 to 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 from the Borrower. This can include recovery through the courts, use of a debt collection agency or any other lawful recovery methods.

## **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:

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

9.1.1.2. the email address provided by the Borrower on its 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 its 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.