

Pitch 4 Finance

Data Protection and Privacy Policy

Summary

We take our data protection obligations very seriously and it is important to us that you understand how we use your personal data. This Privacy Policy sets out in detail the purposes for which we process your personal data, who we share it with, what rights you have in relation to that data and everything else that we think it is important for you to know.

The main purpose for which we process your personal data is to provide you with services that you request from us through www.pitch4finance.co.uk (the Website) or through our app (where available). We may need some information from you about your personal and financial circumstances or criminal convictions to do this. We cannot display quotes for certain types of finance) without this data. We will also process personal data for other purposes, such as marketing (where you have consented), market research and fraud prevention. We will only ever keep your personal data for as long as is necessary for the purpose for which we need personal data.

We will need to share some of your personal data with some third parties, for example our partners and suppliers. Partners who provide quotes to you through our website or app will make checks against various databases to assess your eligibility for a quote and will make decisions about you by wholly automated means. Those partners are responsible for how they process your personal data.

You have various rights in relation to your personal data which can be exercised by contacting us using the details set out in this Privacy Policy

Who is processing your data?

We are Pitch 4 Finance and we are the data controller of the personal data that you provide on the Website and/or that we collect about you. This means that we are the company responsible for deciding how your data is processed.

Pitch 4 Finance is a trading style of Yellow Stone Finance Ltd and provides products and services under various brands. If you want to know more about Yellow Stone Finance, you can find out more at www.yellowstonefinance.com.

Where do we get our data from?

- From you or your client.

Most of the data that we process will be data that we collect from you directly when you apply for funding. We will ask you various questions to collect the data we need for the purpose of providing the appropriate matches to lenders. We will not be able to provide your application unless you answer the mandatory questions. Where questions are optional, we will explain what we need the data for.

- From our partners

We will also obtain certain personal data about you from the intermediaries and lenders if you take an agreement with them through our Website. This will include information about whether or not you took out an agreement. We use this information to track sales as well as improve our Website, our services and our customer journey. If there are any complaints or queries about your agreement, we and the relevant provider(s) will also exchange information about the complaint or query to ensure it is appropriately investigated and dealt with.

- From your use of the Website and our services

We also collect data about you based on your actions, for example we collect data about how and when you use the Website, our mobile app or our services so that we can build up a picture of you as a customer. This can include information such as how many matches you have obtained with our partners, mouse clicks/taps, mouse movements, page scrolling and text entered into forms which we collect through software which monitors how customer use our Website and our app. This helps us to provide you with a good service and to design improvements to our products and services (including changes to our website) but is also used to help us to prevent and detect fraud.

If you use our webchat service we will keep a record of the conversation. We do this so that we have an accurate record of your conversation with us. We also use this data for monitoring and quality control purposes and may use it for training purposes.

We, and our partners collect some of this data by using cookies, web beacons and pixel tags. A cookie is a small file that is placed on your device, which enables a server to identify that device and allows us to offer the best services possible by allowing us to recognise you as a unique user and provide us with information about how you use our website. Cookies are commonly used on the Internet and do not harm your computer system. Web beacons and pixel tags are similar to cookies and allow us to collect information about how you use our website and help us to offer you the best service.

You can read our cookie policy here for more information.

We may use web beacons and pixel tags alongside cookies both on our Website and in any emails we send to you. Information collected may include items such as the IP address of your computer, the time you visited our Website and what links you clicked on or when you opened our emails. Further information about cookies, web beacons and pixel tags can be found at <http://www.allaboutcookies.org>

This Website also uses Google Analytics to allow us to monitor how users use our Website. We use services provided by Google to do this including Google's Remarketing and Advertising Reporting Features. The features that we use include Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting and integrated services that require Google Analytics to collect data for advertising purposes including the collection of the data via advertising cookies and identifiers. As part of this activity, if you have a Google account and have allowed Google to associate your web and app browsing history so that you may receive personalised ads then Google may collect a Google identifier which allows them to identify your Google account when you are using this Website (including where you use different devices to access this website). Google use this data alongside other data they may collect about you, which may include your location, search history, YouTube history and data from other sites that partner with Google, to provide us with aggregated and anonymised information which assists us in understanding how individuals are using our website. Please refer to our cookie policy for details of the cookies that are used in relation to Google Analytics activity. If you require further information or wish to opt out of Google Analytics Remarketing and Advertising Reporting features then please visit Google's currently available opt-outs.

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address, or device ID or telephone number supplied by your service provider. This information may be used by us and/or shared with and used by our partners to aid in the detection of fraud. Where such data is used by a partner, this will be subject to the partner's own privacy policy.

Our suppliers

We will sometimes use third parties to process personal information on our behalf. Our partners may do the same when they are processing your personal information for the purposes of providing a

respond to funding request. Where third parties process your personal information on our behalf, we will have a contract in place with them placing obligations on them to keep your data secure and only use it for the purposes that we authorise. The third parties that we use may include, for example, IT service providers and market research agencies.

Where our intermediary partners and lenders collect data from

In order to provide you financial options, our intermediary partners and/or service lending partners will exchange information about you with other companies and/or carry out checks with various databases. These checks are standard practice in the financial services industries. Each of our financial partners or lending partners is a data controller in respect of these checks and we are not responsible for those checks. We have set out below some of the common databases that they may check.

Checks against existing records

Some of our financial partners may carry out checks against data they already hold on your (or is held by the company whose brand they administer the product for, or members of their group of companies such as data from existing products, account data or loyalty scheme data. They may use this data to help them assess and rate your application for a quote and determine your fees. They may also pass this data to their underwriters for these purposes where applicable.

Publicly available sources

We use some open sources of data which are not personal data (such as information about particular geographic areas) and combine this with the personal data that we hold about you (such as your own address). We will make it clear where we do this and you must check the information to make sure it is correct. This information will be passed to our intermediaries or lending partners in order to assess insurance risk and provide you with an accurate quote.

Providing data about other people

You will sometimes need to provide us with data about other people, for example where you request a quote for lending that includes another person. Where you give us data about someone else, you must make sure that you have made that person aware of this Privacy Policy and that they are happy for you to provide their data. Where this privacy policy refers to "your data" this also includes data about anyone else named on the policy or whose data you provide us with.

What do we use your data for?

The data that we hold is used for the following purposes:-

Part 1 - Providing you with our services

The personal data that we use for the purposes set out in this Part includes: your name, contact details, date of birth, address history, any information requested by third parties in relation to supplying your finance, any previous convictions, medical history, details about your relationship, information about your employment and income, identification information.

Providing you with a service and administering your account.

We use the data set out above to:

- provide you with the financial products services you request from us (which includes both sharing information with our product providers and our comparison service partners who collect and share your information as set out under "Who is processing your data" above);
- send you any reminders that you have set up
- manage, run and administer your account if you choose to set up an account with our Website; and
- help us build up a picture of you as a customer to ensure that we provide you with more relevant information, such as showing you the right content at the right time and sending you personalised communications.
- Our partners will use this data to generate terms to be shared to you on the Website and they will be data controllers in relation to their use of the data for this purpose. If you would like information about how our partners process data we recommend that you visit their websites to read their privacy policy. Our comparison service partners will use this data to provide the relevant comparison services as set out under "Who is processing your data" above and they will be data controllers in relation to their use of the data for this purpose. This will only use your personal data for the purposes set out in this Privacy Policy.
- Data protection law says that we have to tell you the legal basis on which we process your personal data. In relation to personal data used for providing you with a service and managing your account, we process this data because it is necessary to perform the contract that we have in place with you to provide you with our services.

Part 2 – Fraud Prevention

In order to prevent and detect fraud we and/or our partners and/or comparison service partners may use the personal data set out above at any time to:

- Check and/or share your details with fraud prevention and detection agencies; and
- Share information about you with other organisations including the police, where necessary and proportionate; and
- Carry out analysis on data that is held in order to assist the identification of Fraud.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

In relation to the personal data processed for fraud prevention, we process this we have a legitimate business interest in carrying out these activities to help minimise the risk of fraud or crime occurring and in its detection.

Part 3 – Other Uses of Data

Marketing

When you provide your details you will be given an opportunity to confirm whether you are happy to receive marketing material from us. If you confirm you are happy to receive this material, we will use your postal address, email address and telephone number to send you marketing materials by post, email, telephone call or SMS. We do not pass your data to other companies for marketing purposes.

You can change your mind at any time by logging into your account and updating your preferences. You can also unsubscribe from emails by clicking on the unsubscribe link on any marketing emails that we send you, updating your preferences in your account or by unsubscribing on our website.

This will not impact any communications that we need to send you for the purpose of your Loan Enquiry, for example confirmation of your Loan Enquiry or your account details, notifications we need to send you regarding any loans or communications necessary for any other services we provide to you such as alerts or notifications when your new matches are available.

We do use the personal data that we hold about you to put you into "lists" based on your interests and needs so that we can ensure the advertising you see is relevant to you. To do this effectively, we need to share some of your information with some of our providers so that they can combine it with the information collected by their cookies and serve advertising to audiences that we select. The information shared is limited to your email address, IP address, information about which products you may be interested in such as which pages of our website or app you have visited or which of our emails you have clicked on and whether you have completed a Loan Enquiry. Information is always shared in an encrypted, non-identifiable form. Where we do this, we will be jointly responsible with the relevant provider for how that personal data is used. More information about our providers and the cookies used, including how to opt out, is set out in our Cookies Policy.

Research and Analysis Activities

We and our partners use data relating to your Loan Enquiries, including the personal data you input to request your matches and information about the finance or contracts you have taken out, to carry out various research and analysis activities to help us to regularly review and improve the products and services we or our partners provide and carry out research. Where possible, data will be shared on an anonymised basis. The data will not be used to make any decisions that will affect you or any other individual and we require our partners and comparison service providers to delete the data as soon as the relevant research and analysis activity is concluded.

We also use the data that we collect about you through your Website usage to carry out research and analysis into usage and activities on our Website to enable us to continue to improve our Website and our products and services.

In relation to personal data used for the purposes described in this Part 3, we process this data because we have a legitimate business interest in carrying out these activities to promote and improve our business. We have ensured appropriate safeguards to protect your rights when processing this data for these purposes.

Part 4 – Special Categories of Personal Data and Criminal Convictions

In order to provide your matches we may ask you to provide data which data protection law classifies as "special personal data". We may also need you to provide information relating to criminal

convictions or alleged or actual criminal offences, in order to provide your quotes. We will also need to share this data with our lender partners to enable them to generate their quotes for you.

Where we collect special personal data and criminal conviction or offence data for the purposes above, we process this data for purposes of arranging and/or advising on contracts for lending and (as far as special personal data is concerned) because it is in the substantial public interest to do so.

It may also be necessary for us to retain a copy of any special personal data and criminal conviction or offence data for the purpose of making or defending claims or preventing or detecting crime, including fraud.

How long do we keep your data?

We'll only keep your personal data as long as we need it and ensure it is securely destroyed when it is no longer required. We do however need to keep certain data after we have provided you with your quotes for certain periods as detailed below.

Generally, you can expect us to keep your data for a period of 5 years from when you submit it. If you have an account with us we will keep your data while your account with us is active and then if you stop using your account we will generally retain your data for a period of 5 years from that point (unless there is a requirement for us to keep the data for longer, for example if there are any ongoing queries or claims relating to your enquiries).

We keep data for these periods as it plays an important part in allowing us to undertake fraud detection and prevention activities, allows us to deal with any queries or complaints that may arise regarding queries that have been provided and allow us to carry out research and analysis to help us improve our products and services (as described in the section headed "What do we use your data for?" above).

Any of our partners who process your data to provide a quote should only keep the data for as long as is necessary in relation to the quote they have provided. If you take out a contract with one of our lending partners, that partner will keep your personal data in line with its own retention periods and you should check the lenders Privacy Policy for further information.

Overseas transfer of data

We use third party suppliers to process limited personal data about you. Some of these suppliers may be located in countries outside the UK which may not have equivalent laws in place to protect your personal data.

Whenever we do use third party suppliers to process personal data about you outside the UK, we will ensure that your personal data is kept securely, is only used for the purposes set out in this Privacy Policy and is afforded equivalent protection as it would be if it were processed in the UK. We do this through various mechanisms, for example making sure that European Commission approved contractual clauses are in place with the supplier or ensuring that suppliers who process personal data in the USA are signed up to the Privacy Shield arrangement. If you are concerned about our use of third party suppliers to process personal data outside the UK, or if you would like any further information about any of these suppliers, please contact us using the details set out under "Contacting us" below.

Our lending partners may also process personal data in countries outside the UK which may not have equivalent laws in place to protect your personal data. Our lending partners are the data controllers in

respect of any such processing and such processing will be subject to their own Privacy Policies. We do not have any control over whether our lending partners process personal data outside the UK but if they do this they must do it in accordance with data protection legislation.

Your rights

Data protection law gives you various rights in relation to your personal data. All the rights set out below can be exercised by contacting us using the contact details set out under the "Contacting us" section below. Please note that we can only deal with requests to exercise these rights where they relate to personal data that we process as data controller. If you send us a request which relates to personal data processed by one or more of our partners or comparison service providers as data controllers, we will direct you to the appropriate insurance partner(s) or comparison service provider(s).

Your rights include:-

You have the right to ask us to provide a copy of the personal data that we hold about you. This is called a Data Subject Access Request or "DSAR". You can access information about your Loan Enquiries by logging into your account. If you want to receive other personal data that we hold then you can make a DSAR. When contacting us please describe the information you require and make sure that you tell us any email addresses you or anyone else have used to submit loan enquiries with us as this allows us to trace all relevant information. Please also include the following: your full name, your date of birth and your full address. For security purposes we can only deal with requests where the contact details you provide match the details we have on file and we may need to ask you for further information to verify your identity. If you have changed your contact details or you require information sending to different contact details please include a copy of your passport or driving licence and proof of address such as a recent utility bill to assist us in verifying your identity. We might also need to ask you for additional information to help us locate the data that you are looking for. Once we have all the information that we need to process your DSAR, we will respond within one month unless your DSAR is very large or complex, in which case we may need to extend this period. If we need to do this we will let you know. If you want to make a DSAR in relation to personal data that is held by any of our partners then you will need to contact them directly.

You have the right to ask us to correct inaccurate personal data that we hold about you. If you think any of your personal data is inaccurate, please contact us and, provided we can verify your identity and are satisfied as to the accuracy of the correction requested, we will correct the relevant personal data as soon as we can. You can also amend inaccurate data in your account.

You have the right to request that we provide a copy of your personal data in a machine readable format or to ask us to send your personal data to another company. This applies to personal data that you have provided to us, which we have processed electronically, such as personal data you entered on our website when you obtained a quote.

You also have the right to ask us to delete personal data that we hold about you. We are obliged to delete personal data in some circumstances, such as where it is no longer needed. However, data protection laws allow us to keep the personal data if we need to, for example if the data is needed for fraud prevention. In any case, we will retain your personal data in line with the retention periods detailed under "How long do we keep data?" above. If you use the "Documents" facility to store your documents, you can request your documents to be deleted by submitting a request in writing.

You have the right to ask us not to do anything with your personal data except store it in limited circumstances, such as if you and we do not agree on the accuracy of personal data and steps are required to validate it.

You have the right to object to us processing certain personal data about you. However, where we need to continue to process the personal data, for example for fraud prevention purposes, we are not obliged to stop processing it.

You have the right to ask for significant decisions that have been made about you wholly by automated means to be reviewed. We do not make any significant decisions about you wholly by automated means.

Terms and conditions

About us

Pitch4finance.co.uk is a website and marketplace that compare your requirements against the lending parameters of our lending partners.

We provide a service which enables you to access, communicate and share documents with matched lenders. This will enable you make an informed decision before proceeding to your chosen provider for further information. Pitch4finance.co.uk also provides web-space for third parties to advertise their products.

We do not provide financial or other advice in relation to the products or services displayed, nor do we provide a recommendation or endorsement.

We offer impartial and independent matches and our results are not ranked in order.

Summary

We set out below the important points for you to note when using our website. These summary points are not part of our Terms and Conditions and are for reference only. Before using our website, we recommend that you read all of our Terms and Conditions to ensure that you are happy with them. We suggest that you print a copy of these Terms and Conditions and keep them in a safe place for future reference.

You must only use the 'pitch4finance.co.uk' website for your personal use or, if a business user, for legitimate business purposes.

You must provide accurate and complete information when using this website so that we can provide matches. If you input incomplete or incorrect information whilst using this website and enter into discussion with an intermediary or lender on the basis of that information, your application for finance may be void.

All information data and copyright material contained on this website must not be reproduced or used without our consent.

We provide a financial lending introduction service and where you propose to enter into a separate agreement with a service provider, you should check their terms and conditions to ensure that you are comfortable with them.

These Terms and Conditions set out what you should do if you have a complaint against us or a product provider or service provider.

Terms of use

These Terms and Conditions and any other documents and policies which are incorporated by reference (“Conditions”) are between Pitch4 LTD, a company registered in England and Wales with company number 11224486 whose registered office is at Unit 1, Verney House, 1b Hollywood Road, London, SW10 9HS. (“we”, “us” or “our”), and the person/entity and/or company that they represent, agreeing to these terms (“User”, “you ” or “ yours ”).

Pitch 4 Finance is a trading style of Yellow Stone Finance authorised and regulated by the Financial Conduct Authority and our details are entered on the Financial Services Register under reference number: 814533

These Conditions tell you the terms on which you may use Our Site (as defined below) at <https://www.pitch4finance.co.uk> including any sub-domains and all other platforms including mobile and tablet as a registered User. We agree to provide Online Services (as defined below) to you in accordance with and subject to these Conditions. These Conditions form a legally binding contract between us, and you so please take the time to read them carefully and make sure you understand them.

If you are accepting these Conditions and register for an Intermediary or Borrower Account, you are acting on behalf of any applicants that you submit, and warrant that you: (i) have full legal authority to bind that applicant to these Conditions; (ii) have read and understood these Conditions; and (iii) agree to these Conditions on behalf of those applicants.

Your attention is particularly drawn to Condition 2 (Disclaimer and Limitations).

Please also read our Privacy Policy which explains how we will use any information about you that we receive. The Privacy Policy forms part of these Conditions.

1. Definitions and Interpretations

“Applicable Laws” means all applicable laws, regulations and regulatory requirements of England and Wales relating to the performance or receipt of the Online Services, as amended and in force from time to time.

“Borrower Account” means a user account on Our Site which the User can submit a Loan Enquiry as a Main Applicant.

“Intermediary Account” means a user account on Our Site which the User can submit a Loan Enquiry on behalf Main Applicant(s).

“Intermediary” means an intermediary who has registered for Intermediary Account to submit Loan Enquiries through Our Site on behalf of the Main Applicants.

“Main Applicant” means the person(s) who applies for finance through his/her own Borrower Account or the person whose Loan Enquiry is submitted by the Intermediary through the Intermediary Account.

“Conditions” means these Terms and Conditions, as may be amended from time to time.

“Contents” means all and any of the content available on Our Site.

“Document Store” means the file storing and sharing service.

“Data Protection Laws” means, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“GDPR” means General Data Protection Regulation - (EU) 2016/679).

“Intellectual Property Right “ means all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world.

“Lenders” means the third-party lenders who display their Loan Products on Our Site.

“Loan Enquiry” means a loan enquiry which the Registered User may submit through the Borrower Account or the Intermediary Account on Our Site.

“Loan Product” means any loan product or service of the Lenders that we display on our Sites following the submission of a Loan Enquiry by you.

“Our Site” means [LINK TO YOUR WEBSITE] as may be amended from time to time.

“Online Services” means online services available on Our Site.

“User” means anyone using or accessing Our Site, and a registered User means the User who has registered for a Borrower Account or Intermediary Account.

“Personal Information” certain personal information about yourself which we may request you to provide when registering a Borrower Account or Intermediary Account on Our Site.

“Privacy Policy” means our privacy policy effective and in force at the relevant time, as made available here [LINK TO YOUR PRIVACY POLICY].

2. Disclaimer and limitations

2.1. Your use Our Site and Online Services offered by us is at your own risk. Our Site, the Content and other services offered by us are provided "as is" and on an "as described" basis.

2.2. Our Site may contain hyperlinks to other websites (such as the websites of the Lenders) owned and operated by third parties. These third-party websites and resources have their own terms of use and privacy policies which you will need to comply with. We have no control over third-party websites, and we are not responsible for the availability of such websites. We do not accept any responsibility or liability for any third-party websites and your access and use of such services and content is at your own risk.

2.3. We are not a lender and therefore will not provide loan finance directly to you. We are a finance broker who find Lenders and providers of financial services for you. As such, we do not offer any advice or recommendation in connection with any of the Loan Products. We do not control the price, length of offers, or special conditions relating to the Loan Products.

2.4. Any examples of amounts available to borrow, terms (repayment periods) or rates stated on Our Site are purely given on the basis of the information about the Loan Products which we receive from the Lenders who remain fully responsible for their accuracy, errors, omissions or misstatements.

2.5. Please also be aware that the decision to offer any Loan Product is made by the Lender and we have no control over the decision making. The Lender will conduct an assessment on you before any decision or offer in relation to the Loan Product is made but, as far as we know, this may include a full assessment of your credit history past and present.

2.6. As such, we accept no liability whatsoever for the Contents and any information displayed on Our Site which, for avoidance of any doubt are provided without any warranties as to its completeness or accuracy.

2.7. To the fullest extent permitted by Applicable Laws, we (including its officers, employees and agents) expressly excludes conditions, representations, warranties (whether express or implied) and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability incurred by any user of Our Site, including, without limitation, any liability for:

- a) loss of revenue, income, profits, contracts, business, goodwill, anticipated savings, reputation, data or information;
- b) wasted management or office time;
- c) any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly;
- d) computer viruses or other computer related problems you suffer as a result of using this website, which are beyond our reasonable control. We recommend that you use your own appropriate virus checking software.

2.8. The exclusion and limitation of liability set out in this Condition 2 does not apply to:

- a) liability arising from death or injury to persons caused by negligence;
- b) liability arising as a result of fraud; and
- c) anything else which cannot be excluded or limited by the Applicable Laws, to which no limit applies.

2.9. Subject to Condition 2.6, the aggregate our liability under or in connection with these Conditions, whether arising from contract, negligence or otherwise, shall be limited to 100% of the commissions paid or payable by the Lender in connection with the particular Loan Product in which the liability arises.

3. Online Services

3.1. We provide an independent Online Services which enables you to submit a Loan Enquiry and compare Loan Products provided by the Lenders.

3.2. By submitting the Loan Enquiry, you authorise us to:

- a) display the Loan Enquiry on your Borrower/Intermediary Account;
- b) share and submit your Loan Enquiry (together with all the information you have included in your Loan Enquiry) to the Lenders;

3.3. We shall have the right to remove, refuse to submit or require you to make changes to Loan Enquiry.

- 3.4. We shall have no liability to you for exercising our rights under this Clause 3.3.
- 3.5. Whilst we aim to process and submit all the Loan Enquiries almost immediately, you acknowledge that we cannot guarantee:
- a) any timescales required to submit your Loan Enquiry to the Lenders; and
 - b) the consistent availability of the Online Service and/or that delivery of Our Site will be uninterrupted or error free.
- 3.6. We shall not be liable for any downtime of Our Site, or any loss, costs or damage incurred by you as a result of any failure being beyond our reasonable control (including, but not limited to, war, epidemic, pandemic, industrial actions, floods or act of God, fire, inclement weather, legal restrictions, malicious and accidental damage) from time to time.
- 3.7. If we accept your Loan Enquiry, then:
- a) as soon as possible, we will submit it to the Lenders, and you will receive confirmation of this;
 - b) once the Lenders have agreed to offer a Loan Product which, following their own review and assessment of your Loan Enquiry, they consider matching your Loan Enquiry, we will display details of that Loan Products on the relevant Loan Enquiry screen on your Borrower/Intermediary Account.
- 3.8. But it is your sole responsibility to ensure that the Loan Product matches your requirements.
- 3.9 We charge you a percentage of the loan amount, only on completion of a loan, as highlighted in the matrix below:

	<i>Property Finance Loan</i>	<i>Business Finance Loan</i>
<i>Intermediary Account</i>	0.35% of the net loan amount	0.5% of the net loan amount
<i>Borrower Account</i>	0.5% of the net loan amount	1% of the net loan amount

- 3.10. Our fees may be paid to us directly by the Lender, at their discretion.
- 3.11. We may receive fees payable to you from the Lender, which we will notify you of and pay upon receipt of a valid invoice from you.

4. Borrower Account and Intermediary Account

- 4.1. In order to use certain Online Services on Our Site we will require you to register for your Borrower Account or Intermediary and, through that, provide certain Personal Information.
- 4.2. You agree to provide and maintain Personal Information which are truthful, accurate, current and complete as prompted by the relevant registration forms and features available on Our Site.
- 4.3. You will be required to verify the setting up of a Borrower Account or Intermediary Account through your email account. You will not be able to use Our Services until you have verified your Borrower Account or Intermediary Account.
- 4.4. We will keep your Personal Information secure and will use it only in accordance with our Privacy Policy.
- 4.5. When you register for your Borrower Account or Intermediary Account, your email will be used as a username and you will set a password that gives you access to your Borrower Account or Intermediary Account.
- 4.6. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur through your Borrower Account or Intermediary Account. You agree to:

- a) immediately notify us if you become aware of any unauthorised use of your password or your Borrower Account or Intermediary Account or any other breach of security by sending an email to info@pitch4.com;
- b) set up a new password to your Borrower Account or Intermediary Account; and
- c) ensure that you exit from your Borrower Account or Intermediary Account at the end of each session.

4.7. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements or if a third-party gains unauthorised access to your Borrower Account or Intermediary Account.

4.8 By using Our Site you agree that:

- a) you will not do anything that affects the integrity or security of Our Site or causes or may cause harm, damage or unreasonable inconvenience to other users of Our Site or us; and
- b) you will not gather, extract, download, reproduce and/or display or advertise on any other website, other online or off-line service or otherwise, any material on or from Our Site, including but not limited to information relating to lending policies and financial agreements, whether that information has been gained by the use of spiders, data mining, trawling or other 'screen scraping' software or system used to extract data.

5. Customer checks and referencing

5.1. The Lenders may use credit scoring facilities and credit referencing agencies to determine your eligibility for the Loan Product.

5.2. Credit checks and credit reference agencies can also help prevent fraudulent Loan Enquiries which is why you must ensure that any information (including Personal Information) you submit through Our Site is true and accurate, as misleading information will be regarded as a breach of these Conditions and may result in the instigation of criminal procedures against you.

6. Indemnity

6.1. You shall indemnify us from and against all losses, actions, costs, demands, damages, expenses (including reasonable legal fees), penalties and claims without limitation brought against us, our officers, agents and sub-contractors arising out of or in connection with:

- a) any allegation of fraudulent activity by you when using Online Services
- b) your use of Our Site and/or Online Services otherwise than in accordance with these Conditions (and any other instructions issued by us to you from time to time; or
- c) any breach by you of the Applicable Laws, including the Data Protection Laws; or
- d) any breach by you of the Privacy Policy.

7. Intellectual Property Rights

7.1. All and any Intellectual Property Right that we display on Our Site belong to us or our licensors and all such rights are reserved. You must not use such information or copyright material unless you have written permission from us to do so.

7.2. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on Our Sites for your own personal, non-commercial use, provided you do not otherwise breach these Conditions.

7.3. You will retain ownership of any content that you submit, or otherwise make publicly available on or through Our Site but you grant us a perpetual, irrevocable, transferable, worldwide, royalty free and unlimited licence to use such content in any manner and for any purpose.

8. Termination and suspension

8.1. We reserve the right to suspend or terminate providing any Online Services to you in which case you will receive a notice from us.

8.2. We have the right to suspend or terminate providing any Online Services immediately, without notice:

- a) you breach any of these Conditions; and/or
- b) you have been abusive to our staff; and/or
- c) we receive a complaint from a third-party (including but not limited to the Lenders) regarding your Loan Enquiry ; and/or
- d) any competent law enforcement or compliance authority instructs, advises or makes a recommendation to us to that effect.

9. Variation

9.1. We may change, amend, modify, update or replace any of part of these Conditions at any time to reflect changes affecting Online Services, technology, licensing arrangements, payment methods, relevant laws and/or regulatory requirements.

9.2. When it happens, we will post these on Our Site and also updated the "Last Updated" date at the top of these Conditions.

9.3. We may also communicate changes to you by email. You are responsible for regularly reviewing these Conditions so that you are aware of any changes. Your continued use of Our Site or Online Services after any such changes constitutes your acceptance of the new Conditions. If you do not agree to (or cannot comply with) the Conditions as amended, please do not use Our Site or Online Services.

10. Notices, feedback and complaints

10.1. Any notices required to be given to you under these Conditions may be sent to the applicable account email address. Any notices required to be given to us under these Conditions must be sent to:

- a) Pitch 4 Finance, Unit 1, Verney House, 1b Hollywood Road, SW10 9HS; or
- b) info@pitch4.com

10.2. Notice is deemed to have been given upon transmission to the correct address, provided that any notice to issue any legal proceedings in relation to these Conditions must be confirmed within 48 hours by courier delivery or recorded delivery post to the correct address.

10.3. If you have any queries regarding Online Services or if you wish to share your thoughts or suggest how we can be improved, please:

- a) write to us: Pitch 4 Finance, Unit 1, Verney House, 1b Hollywood Road, SW10 9HS ;or
- b) email us on info@pitch4.com; or
- c) call us on 0800 7723 180.

10.4. Should you want to make a complaint regarding Online Services, please email us on info@pitch4.com together with an outline the subject of your complaint and in the case of complaints relating to a webpage (if possible) include a link to where the webpage which is the subject of your complaint may be easily located.

10.5. If you are not satisfied with our response, depending on the nature of your complaint, you may have the right to refer your case to:

- a) the Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London, E14 9SR; telephone: 0800 023 4 567; email:enquiries@financial-ombudsman.org.uk; website <http://www.financial-ombudsman.org.uk/> - (if your complaint relates to the Loan Products); or
- b) the Information Commissioner's Office: Telephone: 0303 123 1113; website <https://ico.org.uk/concerns/> (if your complaint relates to how we have handled your Personal Information.

10.6. If you are unhappy with any Loan Product that you have obtained from the Lender or have any complaint regarding that Lender, you should address your complaint directly to the Lender.

11. General

11.1. We may engage sub-contractors, suppliers, third-party providers and/or other agents or affiliated companies to provide Online Services or any part of them.

11.2. Nothing in these Conditions shall be deemed to constitute a relationship of principal and agent (except as expressly provided in these Conditions), a partnership, joint venture, co-ownership or an employment relationship between you and us. Neither Party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

11.3. The Parties do not intend any third party to have the right to enforce any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.4. Except as expressly provided under these Conditions, the rights and remedies contained in these Conditions are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

12. Governing law and jurisdiction

12.1. These Conditions and any non-contractual obligations arising in connection with it shall be governed by the law of England and Wales, and each Party agrees to submit any dispute which may arise out of, under, or in connection with these Conditions including disputes relating to any non-contractual obligation, to the exclusive jurisdiction of the courts of England and Wales.