

Triodos Bank.
These are our Terms
and Conditions
for the Triodos
Crowdfunding Platform.

1. Introduction

1.1. These Terms and Conditions form the contract between you and us for the use of the Triodos Crowdfunding Platform. They explain our obligations to you and your obligations to us.

1.2. Please read these Terms and Conditions before you use the Triodos Crowdfunding Platform and before you invest and if there is anything that you do not understand please contact us because these are the Terms and Conditions on which we will rely.

1.3. Other terms and conditions may apply to other services we provide.

1.4. If you would like to hold your Investments in a Triodos Innovative Finance ISA, then you will need to read and accept the Triodos Innovative Finance ISA Terms and Conditions in addition to these Terms and Conditions. These can be found here: <https://triodoscrowdfunding.co.uk/IFISATerms>.

1.5. You should read these Terms and Conditions carefully and print and retain a copy for future reference. We can provide you with additional or up to date copies of these Terms and Conditions (and any other documents which form part of the agreement between you and us) if you request this. These Terms and Conditions are also available on our Website.

1.6. All investments can go down in value as well as up and we are not responsible for any losses you incur or any tax liabilities which arise as a result of your dealings with us.

1.7. Telephone calls to and from us may be recorded and monitored and may be used in evidence, if there is a disagreement.

1.8. We may appoint any person (whether connected to Triodos Bank or not) to perform any of our functions or responsibilities under these Terms and Conditions. This contract may be assigned in whole or in part, but only if this does

not offer you a poorer service and if your rights are not prejudiced by the assignment.

1.9. If you cannot find the information you are looking for on our Website or on the Triodos Crowdfunding Platform, day-to-day enquiries and communications may be made by telephone on 0330 355 0355. Calls to and from Triodos Bank may be recorded for training and monitoring purposes. Or you could email your question to contact@triodos.co.uk.

2. Use of the website and Triodos crowdfunding platform

2.1. We operate the Website, through which users can register to access the Triodos Crowdfunding Platform. The Triodos Crowdfunding Platform is a crowdfunding platform through which registered users can access details of, and apply to invest in, or lend to, a variety of Issuers. Such opportunities could include bonds, loan agreements, shares or other investments, each of which will be detailed in related offer documents on our Triodos Crowdfunding Platform.

2.2. These Terms and Conditions set out important information including, without limitation, information regarding how you may make use of our Triodos Crowdfunding Platform as well as your rights, obligations and the restrictions that may apply when you use our Triodos Crowdfunding Platform. We recommend that you read these Terms and Conditions and the Privacy Statement carefully before using the Triodos Crowdfunding Platform.

2.3. These Terms and Conditions govern the relationship between you and us when you access and use our Triodos Crowdfunding Platform. By accessing the Website, applying to be a registered user of the Triodos Crowdfunding Platform and by continuing to use Triodos Crowdfunding Platform, you agree to be legally bound by these Terms and Conditions.

2.4. You will be asked to agree to further terms and conditions when buying specific Investments via this Triodos Crowdfunding Platform and in all cases the offer document will cover any terms and conditions specific to each Investment. If there is any inconsistency between these Terms and Conditions and any such terms and conditions, the latter terms and conditions shall prevail.

3. Meaning of words

3.1. In these Terms and Conditions, a number of words and phrases have a special meaning, which is explained here:

- **“you”** and **“your”** refers to any person who accesses and/or uses the Website and the Triodos Crowdfunding Platform;
- **“we”, “us”, “our”** and **“Triodos Bank”** refers to Triodos Bank NV; incorporated under the laws of the Netherlands;
- Any reference to our **“group of companies”** is to any fund, co-investment fund, investment trust, company (whether limited or unlimited) or partnership managed or advised by us, any of our direct or indirect subsidiaries, or any partnership or company carrying on business in succession to us or of which any such party is the general partner;
- **“Account”** means your user account on the Triodos Crowdfunding Platform held with us;
- **“Business Day”** means any day other than Saturdays, Sundays or public holidays;
- **“Calendar Day”** means any day of the week from Monday to Sunday;
- **“Client Account”** means the Custodian’s aggregated client account where your money is held, segregated from our own funds;
- **“Custodian”** means Mangopay S.A. a public limited company governed by Luxembourg law whose registered office is located at 59 Boulevard Royal, L-2449 Luxembourg and registered in the Luxembourg Trade and Companies Register under the number B173459 and who has been approved as a payment services provider, including to offer payment account services, by the Financial Sector Supervisory Commission (CSSF), 110 route d’Arlon L-1150 Luxembourg, www.cssf.lu, and is authorised to carry out its business in Europe. The designated credit institutions used by Mangopay S.A. to hold client money are currently ING Luxembourg and Barclays Bank PLC. We may change the identity of the custodian but we will notify you before we make any changes to where your money is held. The custodian is responsible for holding your investment money in the Client Account before it is invested in the Investment, and once any interest or capital is repaid from the Issuer. Any replacement custodian will be capable of fulfilling the appropriate legal and regulatory requirements and references to custodian will apply to any replacement custodian as is notified to you from time to time;
- **“Electronic Wallet”** means the functionality on the Triodos Crowdfunding Platform which allows you to see, use and manage your cash in the Client Account;
- **“Investments”** means the bonds, loan agreements, shares or other investments, each of which will be detailed in related offer documents on our Triodos Crowdfunding Platform;
- **“Issuer”** means the entity or company which registered users apply to invest in or lend to, and which issues the Investments. The Issuer will also be identified in the related offer document;
- **“Maximum Fundraising Amount”** means the amount set out in the relevant offer document as the maximum amount that the Issuer is looking to raise through the offer;

- **“Minimum Fundraising Amount”** means the amount set out in the relevant offer document as the minimum amount that the Issuer is looking to raise through the offer and if this threshold is not met the investment will not proceed;
- **“Multiple Tranche Offer”** means an offer in an offer document where there is more than one closing date for the offer;
- **“Non-Readily Realisable Security”** means any illiquid, hard-to-price securities for which there is no, or only a limited, secondary market. These Investments will not be listed on a stock exchange or investment market. All the Investments offered on this Triodos Crowdfunding Platform will be Non-Readily Realisable Securities;
- **“Terms and Conditions”** means these terms and conditions;
- **“Triodos Crowdfunding Platform”** means Triodos’ crowdfunding platform at triodoscrowdfunding.co.uk that is accessible to you when you register as a user;
- **“UK resident”** means a person who is resident in the United Kingdom, as determined by the rules of the UK Government from time to time. See their website <https://www.gov.uk/tax-foreign-income/residence> for more details; and
- **“Website”** means the website at triodoscrowdfunding.co.uk which is owned and operated by us.

4. Terms and Conditions for registered users

4.1. Registering as a user

You will be required to register your details and open a user account to access the Triodos Crowdfunding Platform including to apply for and

purchase any Investments. Short summaries of available offers can be viewed when browsing our Triodos Crowdfunding Platform, but you will only be given access to detailed information about the available Investments once you become a registered user.

Becoming a registered user involves providing us with your personal information including your name, email address, date of birth, address(es) and phone number. You must complete the registration form fully and all information provided must be up-to-date, true, accurate and complete.

As part of the registration process you will have the use of an Electronic Wallet to see, use and manage your cash standing to the credit of the Client Account.

Payments must be to a bank account in the same name as the person who is registered as a user with us and must be held with a bank within the United Kingdom.

We may accept or reject applications to register as a user and to purchase Investments at our discretion acting reasonably.

Each registration is for a single user only. Your registration is not transferable and you must keep your registration details secure at all times, as these details will be used to identify you. You are responsible for all information and activity on this Triodos Crowdfunding Platform by any person using your details. If you authorise an agent, family user, employee or sub-contractor to use your Account with our Triodos Crowdfunding Platform (in contravention of these Terms and Conditions), you will be responsible for the third party’s activity on the account.

We have the right to disable any username or password at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into your Account is not you or we suspect illegal or fraudulent activity or unauthorised use.

We do not accept responsibility for any loss you or anybody else may suffer because any instructions or information sent by you or us are sent in error, fail to reach the recipient or are distorted unless such loss results from our negligence, failure to exercise reasonable skill and care, fraud or our deliberate default.

We may rely on all communications given or made by you or anyone else using your username, account number and password which we reasonably believe to have been made by you or on your behalf. You will be bound by any agreement entered into or expense incurred on your behalf in reliance upon such a communication.

We will not be responsible for any payments from your personal bank account or any loss you may suffer caused by your failure to keep your registration details confidential, your fraud or your failure to comply with these Terms and Conditions. We will not be responsible for any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority, nor for any failure or any disruption to any communications systems required to operate in order for any monies to be transferred. We shall not be responsible if it is or becomes unlawful for us to give any instruction or make any payment required by these Terms and Conditions.

You agree not to adapt or circumvent the systems in place in connection with this Triodos Crowdfunding Platform, nor access our systems other than by using the credentials assigned to

you and by following the instructions that we have provided for that type of connection.

4.2. Services we provide to registered users

If you become a registered user for the purposes of using the Triodos Crowdfunding Platform, we agree to provide you with the services set out below.

Our services will give you the ability to:

- apply for the Investments featured on the Triodos Crowdfunding Platform;
- access details of a range of Investments once we have determined that they are of an appropriate type to be offered via this Triodos Crowdfunding Platform;
- make investments and pay for Investments via debit card or bank transfer;
- review and download offer documents relating to Investments;
- manage, via arrangements in place with the Custodian, any proceeds from your Investments when realised, through the Triodos Crowdfunding Platform from the first interest payment to the final repayment; and
- access a record of all transactions made by you for the duration of your use.

We will provide the services described above in accordance with these Terms and Conditions.

We are not authorised to, and will not:

- give you any investment advice or tax advice;
- make any personal recommendation to you;
- advise you about the merits of a particular transaction; or
- match investment opportunities with users.

There are no charges associated with setting up an Account, although there may be other charges

if you choose to invest in an Investment. See section headed “Charges to investors” below.

You will be able to log in at any time in order to monitor your investment portfolio and/or Investments at any time through the “Log in” section of the Triodos Crowdfunding Platform. Funds deposited to the Client Account that are not invested in an Investment, can be viewed as a credit in your Electronic Wallet.

Payments for Investments can be made by bank transfer, debit card payment or by using your Electronic Wallet to use any cash standing to the credit of the Client Account. Capital and interest payments will be paid out into the Client Account and can be viewed in your Electronic Wallet.

We will carry out reasonable due diligence on all Issuers and investment opportunities before featuring them on this Triodos Crowdfunding Platform. However, you should conduct your own research and analysis of an Investment and seek independent advice where appropriate. Please refer to the section on “Reliance on information posted and disclaimer” below for more details.

4.3. Financial crime

When you become a registered user we are required by law to undertake checks to verify your identity and undertake fraud checks and we will need to ask you for details about you in order to undertake these checks. By providing us with any personal details or any details of your business, you authorise us to carry out electronic searches about you at credit reference agencies. If we cannot obtain adequate information from third party sources then we will ask you to send us certified copies (copies which have been certified as true by a solicitor or other acceptable professionally qualified individual) or originals of the relevant identification documents. This may include you providing us with your passport or driving licence or scanning them for authentication by one of our partners. We may need to ask you for further information in order to complete the verification process.

If we are unable to verify your identity you will not be able to invest in any Investments.

4.4. Determining what sort of investor you are

If you intend to apply for Investments through this Triodos Crowdfunding Platform, depending on the nature of the Investment, you will need to complete the following two exercises (“Categorisation” and “Appropriateness”), in order for us to confirm that you understand the risks which are inherent in purchasing those Investments and ensure that you meet our investment criteria:

- **Categorisation:** if you are an individual, you will be asked to let us know which of the following three categories of investor you fall under (we will provide you with details of the criteria for each of the categories when you register): (a) high net worth investor; (b) restricted investor; (c) self-certified sophisticated investor. If you are a company/entity, you will be asked to let us know which of the following three categories of investor you fall under; (a) restricted investor; (b) self-certified sophisticated investor; (c) per se professional investor. Further details of what the criteria for these categories are will be set out when you register to use the Triodos Crowdfunding Platform. You may, at any time, choose to re-categorise yourself and we will repeat this exercise once a year in any case as required by the Financial Conduct Authority.
- **Appropriateness:** this is a series of questions relating to investing in Non-Readily Realisable Securities and you must confirm that you have understood those risks before you invest.

We will classify you as “retail client” unless otherwise discussed and agreed with you.

4.5. Your responsibilities

You should only continue to use your Account if the following statements are, and continue to be, true:

- You are a UK resident.
- You have all right, authority and capacity to enter into these Terms and Conditions and to invest through the Triodos Crowdfunding Platform.
- You are acting on your own behalf. If you are acting on behalf of a company, see below.
- You will provide us promptly on request with a copy of any documents which we may reasonably require from time to time.
- You will not use our services, operate any Account or use the Triodos Crowdfunding Platform for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- You will ensure that you have the power, authority and approval to enter into and perform your obligations under these Terms and Conditions.
- You confirm you are 18 years of age or over.
- You confirm you are not insolvent or bankrupt or subject to any insolvency proceedings or arrangements.
- We believe it is necessary or desirable to terminate your registered user status for legal or regulatory reasons.
- We decide that the Account be closed on the grounds that in our reasonable opinion the continuation of the registered user status is or may be materially detrimental to the Triodos Crowdfunding Platform.

Where either you or we have given notice to terminate your Account and you have an Investment which is outstanding, your Account will be suspended pending repayment or redemption of your Investment and repayment of your funds in accordance with the Investment terms and conditions (after any fees payable to us) at which stage we will close your Account. Following suspension of your Account, you will not be able to apply for any further Investments but you will be able to access your account to monitor any outstanding Investments.

4.7. Registered users that are companies

We may accept a company as a registered user for certain services, if it is a private or public limited company, society or trust incorporated in the UK. The bank account specified for the purposes of the company's dealings with us must be a UK bank account in the company's name.

The board of such a company will need to appoint a corporate representative to act on the company's behalf as a registered user. We may also require some additional information relating to such a company to confirm that the appropriate authorities are in place, together with appropriate identity checks.

4.8. No advice given

We can execute your application to invest in an Investment but cannot advise you on what investments to make. You acknowledge and agree that we are only executing your application and we are not providing advice to you.

By accepting these Terms and Conditions you confirm that each of the statements above is true and accurate at all times during your being a registered user or (if longer) at all times that you have an outstanding interest in an Investment.

4.6. Terminating your registered user status

You can terminate your Account at any time by written notice to the following email address contact@triodos.co.uk. Please include your name and address.

We can terminate your Account at any time by writing to you in the following circumstances:

- Death, incapacity, or in the case of an organisation, ceasing to exist.
- You are in breach of these Terms and Conditions.

4.9. Applications to invest

Details in relation to each Investment will be set out in the related offer documentation provided on this Triodos Crowdfunding Platform. You must always read the offer document in full to understand the offer-specific terms and conditions. We do not guarantee that there will be sufficient Investments for you to invest in, or that any Investment that you would like to buy will be available to you.

Please note that once you apply for an Investment you are expected to proceed, subject to your right to cancel during the cooling off period (see below).

In certain circumstances we may not be able to fulfil your application. This could be for a number of reasons such as, but not limited to where:

- we are unable to verify your identity;
- the overall Maximum Fundraising Amount for investment is reached before your application can be completed;
- there is insufficient demand from investors and the Minimum Fundraising Amount is not reached; or
- the Issuer is unable or unwilling to take investment at that time.

Minimum Fundraising Amounts and Maximum Fundraising Amounts will be made clear in the offer document. We will notify you once the Maximum Fundraising Amount is reached, and after the cooling off period has expired (as explained below) if you have not cancelled your application, your application to invest is unconditional and, you will have to invest in the Investment.

You will have 14 Calendar Days from the date that you make your application to invest to change your mind, cancel your application to invest and request the return of any monies paid. Such period is referred to as the “cooling off period”.

Unless you notify us that you wish to cancel your application during the cooling off period, funds will be transferred to the Issuer.

We will only transfer the money from the Client Account to the Issuer after the cooling off period has expired and once either the Minimum Fundraising Amount has been met or the offer (or the relevant portion of a Multiple Tranche Offer) has closed. We will notify you by email when the money has been transferred from the Client Account to the Issuer.

When you make your application, the additional terms and conditions on which you are making that Investment will be in the offer document.

If the offer does not reach the Minimum Fundraising Target before the end of the specified period (which will be clear on the offer document), the Investment opportunity will be removed from the active Investments on this Triodos Crowdfunding Platform and any applications you have made for that Investment will be cancelled. You will be notified and any monies paid in respect of the application will be returned to you without interest.

There is currently no secondary market available through which you may sell Investments. You therefore acknowledge and agree that once you have made an Investment, it may not be possible to sell your Investment to another party.

Where you have a transferable Investment and have found a buyer for the Investment in question, that buyer must already be or must become a registered user of the Triodos Crowdfunding Platform and agree to the same Terms and Conditions for membership and investment as you have. Please refer to the contractual documents (such as bond instruments) that form part of the offer document for more details on any specific transfer restrictions and remember that each Investment is different. You should consider the lack of liquidity in your decision as to whether to invest.

Where the Investment is not held within our Triodos Innovative Finance ISA, the Issuer will deduct basic rate income tax from any interest payment. Issuers will not deduct any other tax from your Investment returns. It is your responsibility to account for any other tax and other personal taxes that may be payable to the appropriate authorities.

4.10. Paying for your Investment and receiving the proceeds of an Investment

When you apply for an Investment, and subject to the necessary identification, categorisation and other checks being complete, you will be prompted to pay for the Investment via bank transfer, debit card payment or transfer from the Client Account using any cash standing to the credit of your Electronic Wallet.

When you make a bank transfer, we will provide details of the Client Account and the payment reference to use for the relevant transaction. We ask you to transfer funds to such Client Account from your personal bank account using the payment reference provided in order that we can identify your payment and complete the transaction. This Client Account is for investment transactions only and is a separate account to that used for transactions relating to the day-to-day running of our business.

If we are unable to verify with reasonable certainty that a payment has come from a bank account in your name, the Custodian may return the payment to its source and will not be responsible for any delays or charges or expenses incurred by you as a result nor for any losses you may suffer including any losses that we could not reasonably have expected to occur.

We cannot complete your Investment until the full amount for your Investment has been paid by you and received by the Custodian in cleared funds into the Client Account. Payments will not be made to the Issuer until the cooling off period has expired and the Issuer has

complied with all its requirements as set out in the relevant offer document and in any other documents to be entered into by it on completion of the Investment and before funds are transferred to it from the Client Account.

Your investment funds will be held in the Client Account before they are used to purchase the Investment. Any (a) income or capital return paid by the Issuer, or (b) proceeds following the realisation of the Investment, before being distributed to registered users, will be held in the Client Account. We will deduct any of our fees and charges from the money held in the Client Account before returning the net proceeds to you.

We do not pay interest on any money held in the Client Account whether before the money is transferred to the Issuer for an Investment or after the proceeds of that Investment are returned from the Issuer to the Client Account.

By agreeing to these Terms and Conditions, you also agree to the terms and conditions of the Custodian (Mangopay SA), a copy of which is available at <http://cdn2.sharein.com/triodos/MangopayTermsAndConditions.pdf>.

We will, as required by applicable laws and the Financial Conduct Authority, ensure that there are appropriate arrangements in place for an alternative provider to administer the Investment on your behalf if we are no longer able to do so.

4.11. Charges to investors

We do not make charges for our services but reserve the right to introduce fees in future. Any fees and charges associated with an Investment will be clearly stated and communicated to you at the time you apply for an Investment.

Please note that we are typically remunerated by the Issuer for services we provide to the Issuer in relation to the Investment. The main fee is typically a percentage of funds raised.

Details of our role and any fees will be set out in the relevant offer document. We may also share any payment received or make payments to a third party for introducing us to the Issuer or any other introductions or for research and due diligence services. Details of any arrangements with relevant third parties will be made available upon request.

4.12. Risks

Before you buy any Investment through this Triodos Crowdfunding Platform, you should make sure that you fully understand the risks which are set out in the relevant offer document and conduct your own due diligence on the Investment and Issuer to determine whether the Investment is suitable for you on the basis of such information.

If the Issuer becomes insolvent you may lose some or all of your capital. If you are in any doubt about the contents of this Triodos Crowdfunding Platform or any offer document and/or the action you should take, you should immediately consult an independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) who specialises in advising on the acquisition of Non-Readily Realisable Securities.

All listed Investments are medium or long term investments and your capital will not be readily realisable. Please read the risks pages in each of the offer documents in relation to the risks associated with any particular offer.

4.13. Conflicts of interest

Triodos Bank considers the consideration and management of conflicts of interest to be essential to protect the integrity of the Bank and its operations. The Triodos Conflicts of Interest Policy describes the operational and administrative measures that the Triodos Bank Group expects will be taken to ensure that conflicts of interest, and potential conflicts

of interest, are identified and prevented or otherwise properly dealt with.

All areas of the business review their operations and working relationships regularly to identify potential conflicts of interest and determine where any changes to our operations should be made to prevent conflict from arising. This might mean, for example, changing the duties or management arrangements for a co-worker whose personal or professional relationship with a customer may affect their ability to make fair and objective business decisions in relation to that customer or others.

Only where it is not possible to prevent a conflict of interest, or put measures in place to prevent your interests from potentially being harmed as a result of a conflict, we will disclose the nature of the conflict to affected customers. This disclosure will explain clearly the nature of the conflict, the measures we have put in place to manage the conflict, and the risks to your interests which exist because of this.

4.14. Best execution

The UK branch of Triodos Bank NV has a best execution policy which is available here: www.triodos.co.uk/downloads/best-execution-policy.pdf.

Investments available on the Platform are offers of new bonds or new shares to be issued by Issuers once the Minimum Fundraising Amount or target amount has been reached for the offer and the offer is closed.

Investors make applications for the bonds or shares and applications are processed on a first come, first served basis. At offer close, the investments are issued directly by the Issuers to investors who have applied to buy these new bonds or new shares. There is no intermediary, no third party and no execution venue. Investors do not pay a fee to purchase the bonds or shares.

4.15. Communicating with you

Communications will generally be sent to you by email. However, we may telephone you to discuss matters related to you.

All documents of title, contracts and other information and documentation in relation to the investments you buy through this Triodos Crowdfunding Platform will be sent to you electronically.

On the rare occasion that we may need to send any printed documents, these will be sent to the last known postal address that we hold for you and we will not be responsible if you do not receive them for any reason.

You must inform us immediately of any changes to your personal details, including your postal address, your email address, your telephone numbers (mobile and landline) and, if relevant, your bank details.

When we receive returned mail, emails or payments, we will take reasonable steps to contact you to get your new details. However we do not have to send further communications to the old address or old email address.

You agree that all communications from the Issuer to you and from you to the Issuer shall come via us and you appoint us as your agent for these purposes.

If we send communications to you:

- By post, to the last known postal address that we hold for you, they will be treated as received by you four Business Days after posting.
- By email they will be treated as received by you immediately upon sending to the most recent email address we hold for you.
- We will not ask for any acknowledgement of receipt from you in respect of communications sent in accordance with the above.

We may also communicate with you by publishing information on this Triodos Crowdfunding Platform in which case the information will be treated as received by you when it is published, for example as and when new Investments are made available. You agree to us providing you with information, including information about the nature and risks of investments by posting that information on this Triodos Crowdfunding Platform and you must check this Triodos Crowdfunding Platform regularly for up-to-date information, which we may also choose to send to you by email. Information on this Triodos Crowdfunding Platform is subject to change without notice.

If you need to contact us urgently, you should email us at contact@triodos.co.uk in the first instance. You can also telephone us on **0330 355 0355**. Calls to and from Triodos Bank may be recorded for training and monitoring purposes.

The language of our communications and all documents relating to the Triodos Crowdfunding Platform shall be English.

4.16. What you must tell us

You agree to notify us immediately if you become aware of any of the following:

- loss, theft or unauthorised use of your registered user log-in details;
- that you have not received, within the expected timeframe, any promised communication such as, but not limited to, confirmation of a purchase, confirmation of completed transaction, or transfer of funds;
- receipt by you of a confirmation of a purchase, or of a completed transaction, which you did not place;
- changes in any of your circumstances as relevant to and described in these Terms and Conditions.

4.17. Intermediaries

If you use an intermediary in connection with your decision to invest in an Investment through this Triodos Crowdfunding Platform, your intermediary is responsible for disclosing to you their fees that relate to the advice or service that they give to you.

We may from time to time pay a commission to your intermediary on particular investments as permitted by the Financial Conduct Authority. These commissions will be fully and clearly disclosed in the relevant offer document. In applying for an Investment you are accepting all the terms and conditions set out in the offer document including any such fees or commissions.

4.18. Acting as your agent, as registrar and as security trustee

For some Investments, we may enter into any contractual documentation with the Issuer on your behalf as your agent and as registrar. We will act as registrar and as agent in respect of your Investments through the Triodos Crowdfunding Platform. You authorise us to take any decisions necessary as agent in connection with both contractual documentation and other matters where we act as your agent, whether at the time the contract is entered into or during the term that the contract is outstanding. This will include any such steps as we may consider necessary, in our absolute discretion, to attempt to ensure that the Issuer complies with the terms and conditions of the underlying contractual arrangements for the investment. We will also arrange for any capital and interest payments to be collected from Issuers and transferred to your Client Account. These can be seen in your Electronic Wallet and cashed out to your personal account.

This may also mean (among other things) that you (as an investor) will not be able to directly enforce any rights under the Investment

against the Issuer but that any enforcement action will be taken on behalf of all investors by us or such other relevant person (acting in the capacity of agent and/or security trustee). In general, however, we will endeavour to take into account the views of investors.

If any Investment is secured, the security will be held in the name of Triodos Corporate Officer Limited ("TCOL") (or another person nominated to hold the security) as security trustee. As security trustee, this means TCOL will hold the security relating to the Investment on trust for the investors. The Investment documents will set out the terms on which TCOL will act as security trustee.

Where an Investment is not secured but the Issuer misses a payment that was contractually due to you or only partially pays the amount due to you and the payment has not been made in full within 7 days of the due date for payment, as your agent we may (but are not obliged to) place the Issuer into default and pass the debt to a debt collection agency, who may attempt to collect the total outstanding amount immediately. Any costs and expenses incurred by us or on our behalf in seeking recovery shall be deducted from the amount realised before it is available to be returned to you.

The existence of security should not be considered to be an absolute guarantee of certain repayment in the event that the Issuer fails to meet any obligations it has to you.

5. Terms and Conditions of use for the Triodos Crowdfunding Platform

5.1. Terms and Conditions of Use

Our Website terms and conditions of use, which are available at triodoscrowdfunding.co.uk/legal/terms. Website terms apply to your use of the Website including the Triodos Crowdfunding Platform.

5.2. Accessing our Triodos Crowdfunding Platform and availability

Access to our Triodos Crowdfunding Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide via the Triodos Crowdfunding Platform without notice (see below). We will not be liable if for any reason the Triodos Crowdfunding Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Triodos Crowdfunding Platform, or our entire Triodos Crowdfunding Platform, to users. We will try to inform you in advance of any such suspension through a general notice on the Website but this may not always be practicable.

While we endeavour to ensure that the Triodos Crowdfunding Platform is normally available 24 hours a day, we cannot promise that the Triodos Crowdfunding Platform will be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. The Triodos Crowdfunding Platform may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of this Triodos Crowdfunding Platform is discontinued, modified or changed in any way. We do not accept liability arising from any errors, omissions, interruptions of service or delays that may occur in connection with this Triodos Crowdfunding Platform.

We shall not be liable for any failure, any suspension or any termination of access to the Triodos Crowdfunding Platform in connection with or arising out of an event beyond our reasonable control. In these Terms and Conditions, an event beyond our reasonable control shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or

government order, rule, regulation or direction, accident or breakdown of plant or machinery, interruption or failure in communications networks and facilities (including the internet), computer viruses, unauthorised access, theft, operator errors, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents.

You are responsible for making all arrangements necessary for you to have access to our Triodos Crowdfunding Platform.

5.3. Security notice

It is important that you keep your password and username safe and secure. This is essential to help prevent fraud and protect your Account. Please make sure you do the following:

- Keep your computer secure. Make sure that any computer you are using benefits from up to date anti-virus and spyware software and a personal firewall. If you use a public computer (for example, in an internet café or library), you should ensure you do not leave any personal details stored on that computer after you have finished using it.
- Keep your username and password secret. This includes (but is not limited to) taking the following precautions: (1) destroying any password notification immediately after receipt from us; (2) never writing your password or username details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else; (3) taking all reasonable care to ensure that no one sees your password or username when you use them.
- Treat emails you receive with caution and be very wary of emails or calls asking you to reveal any personal security details. Neither we nor the police will ever contact you to ask you for your Triodos Crowdfunding Platform

password or username information. If you are unsure whether a call is genuinely from us, you can call us back to verify that it is. If you provide your password or username to anyone you may be responsible for any losses on your Account.

- Always access our internet site by typing **triodoscrowdfunding.co.uk** into your web browser.
- Follow any further security advice we may offer on our Website.

Please remember that internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any unauthorised access by a third party and/or corruption of data being sent to us by email.

5.4. Your use of this Triodos Crowdfunding Platform

You agree that you will not use this Triodos Crowdfunding Platform in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or that is fraudulent, or has any unlawful or fraudulent purpose or effect. Furthermore, you agree not to do anything that may cause damage to this Triodos Crowdfunding Platform or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Triodos Crowdfunding Platform security measures or attempt to do any such acts.

You accept that you are able to stop using the Triodos Crowdfunding Platform at any time and at your sole discretion.

5.5. Sanctions

As soon as we are made aware of activities that breach our Terms and Conditions or our Privacy Statement, prompt action will be taken. If you witness such breaches please notify us at **contact@triodos.co.uk** immediately.

We reserve the right to:

- suspend, restrict or terminate your access to the Triodos Crowdfunding Platform or any part of it; and/or
- move, modify or remove any content or take further legal action,

in the event of breaches or suspected breaches of our Terms and Conditions or our Privacy Statement, any applicable laws or regulations, or where our rights or third party rights are threatened or infringed.

5.6. Our Triodos Crowdfunding Platform changes regularly

We aim to update our Triodos Crowdfunding Platform regularly, and may change the content at any time.

If the need arises, we may suspend access to our Triodos Crowdfunding Platform. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

What will not change are the details of an individual offer once published. You will receive an electronic copy of all offer documents that you view online, and you should save the PDF as a permanent record of the investment opportunity.

5.7. Reliance on information posted and disclaimer

We shall use our reasonable skill and care to ensure that information provided on the Triodos Crowdfunding Platform is correct.

Commentary and other materials posted on our Triodos Crowdfunding Platform are not intended to amount to advice on which reliance should be placed. You should use the offer document as the only basis for any investment decision, together with any independent third party advice which you may receive.

Save where we have not performed our services with reasonable skill and care and as far as we are legally able to, we disclaim all liability and responsibility arising from any reliance placed on such information, commentary and materials by any visitor to our Website or Triodos Crowdfunding Platform, or by anyone who may be informed of any of its contents.

Our Triodos Crowdfunding Platform displays materials containing information supplied by third parties subject to the Terms and Conditions of our responsibilities. We shall not be responsible for the content of third party materials or information, except to the extent that we have expressly accepted such responsibility or that it was our legal obligation to verify such information.

None of the materials or information on the Website or on the Triodos Crowdfunding Platform are intended to amount to, or should be seen as, advice, or a recommendation to buy or sell any Investment or enter into any transaction.

None of the materials or information on the Website or on the Triodos Crowdfunding Platform constitute a direct offer to sell or a solicitation of an offer to purchase securities and in particular does not constitute an offering in any state, country or other jurisdiction where, or to any person or entity to whom, an offer or sale would be prohibited.

You should consider whether any Investment or transaction is suitable or appropriate for you and take such independent advice as you consider is appropriate.

We will conduct a reasonable level of due diligence on Investments Products offered via this Triodos Crowdfunding Platform. It does not, however, validate claims made by the Issuer.

5.8. Viruses, hacking and other offences

You must not misuse our Triodos Crowdfunding Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our Triodos Crowdfunding Platform, the server on which our Triodos Crowdfunding Platform is stored or any server, computer or database connected to our Triodos Crowdfunding Platform. You must not attack our Triodos Crowdfunding Platform via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence. We reserve the right to report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Triodos Crowdfunding Platform will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Triodos Crowdfunding Platform or to your downloading of any material posted on it, or on any website linked to it.

6. General Terms and Conditions

6.1. Confidentiality

We will treat all your personal information as private and confidential (even when you are no longer a registered user). Information we hold about you will not be disclosed to anyone unless:

- we are legally required to disclose;
- we have a public duty to disclose;
- our interests mean we must give the information (for example, to prevent fraud);
- it is required for our arrangements with third parties providing the Triodos Crowdfunding Platform and related services and the agreed Investments to you;
- the disclosure is made with your consent.

Where required by legislation or agreement with tax authorities to do so, we may disclose personal and financial details to a tax authority.

We will not give your name and address to anyone else for marketing purposes unless you provide consent for us to do so.

To ensure that we, or someone acting on our behalf, carry out your instructions accurately and for compliance and training purposes, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

6.2. Crime prevention and debt recovery

To prevent crime, verify your identity, recover debt and to meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with fraud prevention, law enforcement, debt recovery agencies and other organisations including other lenders.

If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

6.3. Our liability

Nothing in these Terms and Conditions shall restrict your statutory rights (including your rights to receive a reasonable standard of service), nor shall anything in these Terms and Conditions exclude or limit our liability for death or personal injury resulting from our negligence or from any fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

Nothing in these Terms and Conditions excludes or limits our liability under the Financial Services and Markets Act 2000 or any rules or requirements of the Financial Conduct Authority.

If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not

responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen (or we ought to have known it might happen), including for example if you discussed it with us during the process.

We have exercised reasonable skill and care in undertaking due diligence on Investments. However, we cannot guarantee that your assessment of such Investments would be the same as ours. You acknowledge and agree that you must conduct your own independent assessment of the Investment and, unless we fail to exercise reasonable skill and care, you acknowledge and agree that we are not liable to you for any loss or damage you suffer from the results of our due diligence on Investments.

You acknowledge and agree that we will not be liable to you for any third party failures that impact you or our ability to provide services to you including, without limitation, where such failures are by the Issuer, Custodian or any bank (other than us) involved in the service.

We will also not be liable for loss or damage that results from our failure to comply with these Terms and Conditions that fall into the following categories (whether direct or indirect):

- loss of income or revenue;
- loss of business;
- loss of profits;
- loss of anticipated savings;
- loss of data;
- loss of expected returns;
- losses that were not caused by our breach;
- damage from the use of (or failure to use) or reliance on this Triodos Crowdfunding Platform or any information provided in it;
- waste of management or office time.

However, this will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded in the former categories.

The material displayed on our Website is provided “as is” without any promises or commitments as to its accuracy unless expressly stated otherwise in these Terms and Conditions. To the extent permitted by law and the rules of the Financial Conduct Authority, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other Terms and Conditions which might otherwise be implied by statute, common law or the law of equity.

6.4. Your rights are personal to you

Your rights under these Terms and Conditions are personal to you and you may not transfer them to anyone else. Your obligations under these Terms and Conditions may not, without our prior written agreement, be performed by anybody else.

A person who is not a party to these Terms and Conditions will have no rights to enforce any of these Terms and Conditions.

6.5. Changes to these Terms and Conditions

From time to time we may change these Terms and Conditions. We will notify you of any material change by email. We will always make the latest version of these Terms and Conditions available on our Website.

Any such changes shall not apply to applications to invest that have been accepted prior to the date of the change. However, it is your responsibility to ensure you review these Terms and Conditions regularly to familiarise yourself with any changes.

If we decide to make any material change to these Terms and Conditions that is not to your advantage we will give you two months’ notice of the change. The only exception is when there

is a change in the law or regulations, where we will provide you with as much notice as is reasonably practicable in the circumstances but this may be less than 30 Calendar Days.

If the changes are not to your advantage you may wish to terminate your usership. If we do not hear from you, we will consider that you have accepted the changes.

If we make any material changes to these Terms and Conditions that do not disadvantage you, we may make them immediately and tell you about them within 30 Calendar Days of having done so.

You will not be notified by email or post of incidental changes such as clarity, drafting and typographical amendments or changes to reflect the facilities offered by new functionality or services on or via the Triodos Crowdfunding Platform to benefit our customers. These will be made immediately and will be available on our Website.

6.6. Severance

If any of the Terms and Conditions in these Terms and Conditions are not consistent with the law in force at the time, the terms and conditions of the law take priority.

If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.

6.7. Complaints

Even though we aim to give you the best possible service and information, there may still be occasions when you wish to complain. If you have a complaint about a product or service that we offer we would welcome the opportunity to investigate what has happened

and put it right where we can. We would like to hear from you:

By phone: 0330 355 0355 or (+44) 117 973 9339 from abroad. Calls to and from Triodos Bank may be recorded for training and monitoring purposes;

By email: contact@triodos.co.uk;

In writing to: Triodos Bank, Deanery Road, Bristol, BS1 5AS

You can review our complaints procedure on our Website.

If you are unhappy with our response, or we have not sent you a final response within eight weeks of the original complaint, you may have the right to take your complaint to the Financial Ombudsman Service.

If you would like the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued. You can find out more about the role of the Financial Ombudsman Service by contacting us and requesting a copy of the leaflet, or you can contact the Financial Ombudsman Service directly:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4 567

Email: complaint.info@financialombudsman.org.uk
www.financial-ombudsman.org.uk

As this service is offered online you can submit your complaint through the European Commission's Online Dispute Resolution website. You can find out more information by visiting <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>. The European Commission may forward your complaint to the Financial Ombudsman Service.

If you are unhappy with any product you have received from an Issuer or other third party, you should direct your complaint directly to them.

6.8. Compensation arrangements

You should note that you will not be able to claim against any compensation scheme if the Investments you make through the Platform do not perform, meaning they do not make payments or repayments in line with your expectations.

Triodos Bank UK is part of Triodos Bank NV which is based in the Netherlands. As such, for some of our products and services our UK investors are covered by the Dutch Deposit Guarantee System or the Dutch Investor Compensation Scheme, rather than being covered by the Financial Services Compensation Scheme (FSCS) in the UK. Banks established in the Netherlands are subject to the strict supervision of the Dutch Central Bank, De Nederlandsche Bank (DNB).

Your money will be held by the Custodian in a Client Account and subject to separate protections applicable to credit institutions and banks before it is invested in the Investment or once the proceeds of that investment are returned from the Issuer.

In the event of our insolvency, we may enter into arrangements with an appropriately qualified third party service provider, in order to wind up any outstanding Investments. You will be notified of any such arrangements if and when these become relevant to you.

6.9. Regulatory information

Triodos Bank NV (incorporated under the laws of the Netherlands with limited liability, registered in England and Wales BR3012). Authorised by the Dutch Central Bank and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are

available from us on request. The firm reference number is 183366. We are also registered with the UK Information Commissioner's Office with the registration number Z6794013.

The Dutch Central Bank can be contacted via their website www.dnb.nl/en/contact or at the address below:

De Nederlandsche Bank
Postbus 98
1000 AB Amsterdam
Westeinde 1
1017 ZN

6.10. Governing law and jurisdiction

These Terms and Conditions are governed by English law and you can bring legal proceedings in the English courts in relation to any claim arising from, or related to, your use of our Triodos Crowdfunding Platform. If you live in

Scotland you can bring legal proceedings in either the Scottish or the English courts in relation to any claim arising from, or related to, your use of our Triodos Crowdfunding Platform. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts in relation to any claim arising from, or related to, your use of our Triodos Crowdfunding Platform. We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country.

This Triodos Crowdfunding Platform is intended for users in the United Kingdom. We make no representations that the materials and Triodos Crowdfunding Platform are suitable for users outside the United Kingdom, and if you choose to access this Triodos Crowdfunding Platform from outside of the United Kingdom you are solely responsible for ensuring compliance with all relevant local laws.

These Terms and Conditions were last updated on 11 May 2018.

Triodos Bank

Freephone: 0330 355 0355

contact@triodos.co.uk

triodos.co.uk

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