

Website Terms and Conditions - Future Fund

Date last updated: 29 May 2020

About the Future Fund

The Future Fund is a scheme to support innovative UK companies with good potential, that typically rely on equity investment and are currently affected by the Covid-19 pandemic. Prior to the Future Fund, these companies have been unable to access other government business support programmes because they are either pre-revenue or pre-profit. The Future Fund has been set up to help these companies through the current period of economic disruption and the recovery, so they are able to continue their growth trajectory and reach their full economic potential.

The website at <http://uk-futurefund.co.uk/> (the “**Website**”) is wholly owned and operated by or on behalf of British Business Bank (as defined below). The Website provides information about, and access to, participation in the Future Fund.

Please read these terms carefully before using the Website or making or participating in an Application.

In particular, please read clauses 10 and 11, which set out our respective responsibilities for loss or damage. If you are making an Application as a Lead Investor or participating in an Application as an Investee Company or an Other Investor, then please also read clause 4 in particular.

Topics covered in these terms of use:

1. Who we are
2. What and who these terms of use cover
3. By using the Website you accept our terms of use
4. Application Specific Terms
5. Other documentation you should read
6. Website availability
7. Using the Website

8. Accuracy of, and use of, information provided by you
9. Information only and non-reliance
10. Your responsibility for loss or damage suffered by us
11. Our responsibility for loss or damage suffered by you
12. Failure to comply with these terms of use
13. Requests to remove content
14. Freedom of Information Act requests
15. How to make a complaint
16. We are not responsible for other websites
17. Other miscellaneous terms

1. Who we are

1.1 British Business Bank plc (“**British Business Bank**” or “**we**” or “**us**”) is a company registered in England and Wales (company number 08616013). The Website and the Future Fund are managed by the employees and, from time to time, agents, contractors, nominees, subsidiaries and/or service providers of British Business Bank (each a “**Representative**”), including (but not limited to) British Business Financial Services Ltd (company number 09174621).

1.2 British Business Bank is a development bank wholly owned by HM Government which is not authorised or regulated by the Prudential Regulation Authority or the Financial Conduct Authority. British Business Bank and its subsidiary entities are not banking institutions and do not operate as such.

1.3 A complete legal structure chart for British Business Bank and its subsidiaries, including British Business Financial Services Ltd, can be found at <https://www.british-business-bank.co.uk/corporate-information/>.

1.4 UK FF Nominees Limited is the entity that enters into Convertible Loan Agreements on behalf of the Future Fund. UK FF Nominees Limited is the legal titleholder to the Loans and any shares resulting from their conversion. It holds

beneficial interest in the Loans (and any shares resulting from their conversion) on bare trust for the benefit of the Secretary of State for Business, Energy and Industrial Strategy.

1.5 You acknowledge that each of British Business Bank, British Business Financial Services Ltd, UK FF Nominees Limited and/or the Secretary of State for Business, Energy and Industrial Strategy (together the "**Related Parties**") may enforce or rely upon any term set out in these terms of use (including, but not limited to, the Application Specific Terms set out in clause 4), including, but not limited to, any term relating to any negotiation, dispute or other matter in connection with any Application or Loan, your use of the Website or actions you take in relation to activities carried out through the Website. For the avoidance of doubt, the consent of the Related Parties is not required by British Business Bank to vary or rescind these terms of use.

1.6 A Glossary of all capitalised terms used in these terms of use can be found [here](#).

1.7 The eligibility criteria in relation to the Future Fund and any Application are set out [here](#) and may be updated from time to time.

1.8 British Business Bank is committed to upholding your privacy as a user of the Website. We collect information about you in accordance with our [privacy notice](#) and our [cookie policy](#).

1.9 Further information about the Future Fund can be found in our Frequently Asked Questions ("**FAQs**"), which are available [here](#).

1.10 In these terms of use:

1.10.1 the singular includes the plural (and vice versa);

1.10.2 headings are for convenience only and do not affect the construction of these terms of use;

1.10.3 reference to clauses are to clauses in these terms of use;

1.10.4 reference to any statute, regulation, agreement or document includes amendments and replacements of and supplements to such statute, regulation, agreement or document; and

1.10.5 reference to any person include successors of such person and its permitted assignees and transferees.

2. What and who these terms of use cover

2.1 This page contains the terms of use for the Website and making an Application. These terms of use regulate access to and use of the Website by you (“**you**”) as the user of the Website and the process for making any Application, whether you are an Investor (other than UK FF Nominees Limited), an Investee Company, a solicitor, someone linking to the Website or any other person accessing or using the Website or the Information in it. **It is important that you read, understand and comply with these terms of use and the documents referred to in them.**

2.2 Where you are accessing and using the Website or participating in any Application as an officer or employee or contractor of, or otherwise on behalf of or as a representative of, a company or other legal entity or person, acceptance by you (as set out below) of these terms of use (and any requirements, restrictions and disclaimers they contain), including but not limited to the Application Specific Terms, is binding on such company or other legal entity or person as well as you (and “**you**” should be read as including that company or other legal entity or person as well as you).

2.3 If you would like to contact us at any time with regard to these terms of use or the Website, please email: futurefundsupport@british-business-bank.co.uk.

3. By using the Website you accept our terms of use

3.1 By accessing and using the Website and participating in any Application, you confirm that you accept these terms of use, including but not limited to the Application Specific Terms, and agree to comply with them in connection with any Application and/or access by you to, and any use you make of, the Website and any use you make of any Information posted or made available on the Website. You also acknowledge these terms of use (including but not limited to the Application Specific Terms) are enforceable by each of British Business Bank, the Related Parties and (where applicable) the Representatives. **If you do not agree to these terms of use, you must not use the Website.**

3.2 Please check these terms of use, the Application Specific Terms (set out in clause 4) and the other Information on the Website regularly. We may from time to time update and change the Website and/or these terms of use and/or the products and services we are offering users, to reflect any changes:

3.2.1 to our users' needs;

3.2.2 which make these terms, or the other documentation and information referred to in them, clearer or easier to understand;

3.2.3 to technology, systems, process or our business policies or procedures;

3.2.4 in HM Government's policy or eligibility criteria (as referred to in clause 1.7) for applying for a Loan and/ or to the Future Fund; and

3.2.5 in law, regulation, industry guidance or a decision of a court or by a regulator or ombudsman, or in government policy.

This might include (without limitation) altering any application process, eligibility criteria (as referred to in clause 1.7), privacy notice or cookie policy, as well as the terms of any Convertible Loan Agreement and other documentation and information made available through the Website.

3.3 Any changes to the Website, the Future Fund, or to the Information referred to in the Website (including these terms of use and the Application Specific Terms set out in clause 4), may be made without notice to you. By continuing to access and use the Website and the relevant Information following any change (including by continuing with any Application and continuing to access and use the Website after any change), you accept any such change and agree to comply with it.

3.4 Please note that any changes we make may or may not benefit you and may or may not disadvantage you, so it is important that you check these terms of use, the Application Specific Terms (set out in clause 4) and the other Information on the Website regularly.

3.5 It is your responsibility to ensure that, by accessing and using the Website and the Information on it (including, but not only, by submitting any Application or other form or information, or by entering into correspondence with us) you are not in breach of any securities laws or other relevant laws or regulatory restrictions in any applicable jurisdiction (including your jurisdiction of origin and/or residence and, in the case of any legal entity on whose behalf you may be acting, the relevant entity's jurisdiction of incorporation). If you are in any doubt, you are strongly recommended to obtain professional legal advice before continuing to access and use the Website or any Information. To the fullest extent permitted by applicable

law, we and each of our Representatives disclaim any and all responsibility and liability for any violation of such laws or restrictions by you or any other person.

4. Application Specific Terms

4.1 If you are an Investee Company, Lead Investor or Other Investor, then terms and conditions specific to the Application (as set out in this clause 4) will apply to you (these are referred to here as the “**Application Specific Terms**”) in addition to the other provisions of these terms of use. **It is important that you read, understand and comply with these Application Specific Terms.**

4.2 By making or participating in any Application, you confirm you accept these Application Specific Terms, and agree to comply with them. You also agree that these terms govern any access by you to, and any use you make of, the Website for the purposes of any Application.

4.3 If you do not agree to these Application Specific Terms, you should not start or participate in any Application.

What these Application Specific Terms cover

4.4 These Application Specific Terms set out the basis of (i) our and the Related Parties’ relationship with you as a Lead Investor applying for a Loan (and any Other Investor or Investee Company on which you provide information) and (ii) the process as an Investor or Investee Company of preparing to enter into a Convertible Loan Agreement using the Website.

4.5 We do not guarantee you will be able to enter into a Convertible Loan Agreement.

4.6 The Convertible Loan Agreement will set out the legal relationship between UK FF Nominees Limited (as described in clause 1.4) , the Lead Investor, the Other Investors and the Investee Company in respect of the Loans.

4.7 If there is any conflict between these Application Specific Terms (or any other provision in these terms of use) and a Convertible Loan Agreement to which you (or the person that you represent) are a party, the terms of the Convertible Loan Agreement will prevail.

Lead Investor eligibility criteria

4.8 To make an Application, you must be a Lead Investor, and you must satisfy the eligibility criteria (as referred to in clause 1.7) for a Lead Investor. The eligibility criteria in respect of a Lead Investor may change from time to time.

Investee Company eligibility criteria

4.9 For an Application to be eligible in respect of an Investee Company, the Investee Company must satisfy the eligibility criteria (as referred to in clause 1.7). The eligibility criteria in respect of an Investee Company may change from time to time.

Other Investor eligibility criteria

4.10 For an Application to be eligible in respect of Other Investors, each Other Investor must satisfy the eligibility criteria (as referred to in clause 1.7). The eligibility criteria in respect of Other Investors may change from time to time.

Diversity and Inclusion

4.11 We collect data on the diversity of companies to enable us to monitor the diversity of the Applications we receive. The Application asks for the gender mix and ethnicity mix of the management team and the region where the company is based. Providing gender mix and ethnicity mix data information is optional (region is determined by the company address). We will anonymise and aggregate this data and plan to publish it to contribute to increased transparency of the investment markets.

The Application Process

4.12 To apply for a Loan, a Lead Investor must start an Application, providing information on the Investee Company and any Other Investors.

4.13 A Lead Investor is permitted to provide information as part of an Application on behalf of an Investee Company and Other Investors, provided that the Lead Investor has obtained the consent of those persons.

4.14 If a Lead Investor provides such information (as set out in clause 4.13):

4.14.1 we are entitled to assume that the Investee Company and any Other Investors have read and accepted these Application Specific Terms and

these terms of use (and any documents and information referred to in these terms of use and these Application Specific Terms);

4.14.2 we will treat the information provided by the Lead Investor in an Application as having been provided with the Investee Company's and each Other Investor's full authority and consent; and

4.14.3 these Application Specific Terms and these terms of use shall apply to the Investee Company and any Other Investors.

4.15 In relation to any Application, we, or any of our Representatives may, at our respective discretion, perform the following activities:

4.15.1 assess whether the Lead Investor, the Investee Company and each Other Investor meets the relevant eligibility criteria and that the Application includes the required information;

and, where applicable:

4.15.2 prepare a Convertible Loan Agreement;

4.15.3 execute a Convertible Loan Agreement on behalf of UK FF Nominees Limited (as described in clause 1.4 above);

4.15.4 provide the Investee Company, the Lead Investor and any Other Investors with certain pre-contractual, contractual and post-contractual legal documentation, and factual and procedural information; and

4.15.5 release funds to the Investee Company's solicitor in accordance with the terms of the applicable Convertible Loan Agreement.

4.16 You can find the template Convertible Loan Agreement on the Website. This is made available on the Website for information purposes only, and is shared "subject to contract". This means that it is not binding until it has been filled in and signed and dated by (or on behalf of) all the parties that need to enter into it.

4.17 Without prejudice to the provisions of clause 3.2, we may change the terms of the Convertible Loan Agreement at any time (including after an Application has been made) and the form provided to you if your Application is successful will be the terms on which you make your investment.

4.18 We reserve the right to reject your Application without providing any reason for the rejection.

4.19 We reserve the right to change the Application process from time to time.

5. Other documentation you should read

5.1 When considering or making or participating in any Application through the Website, it is important that you read all the Information . It is your responsibility to make sure that you have read and understood everything you are told and that you agree to do, and we recommend that you take legal and other advice to help you do this.

Eligibility Criteria

5.2 Before making or participating in any Application, it is essential that you can show you are eligible for participation. It is your responsibility to review the relevant eligibility criteria (as referred to in clause 1.7 and clauses 4.8 to 4.10) and make sure that you understand and can comply with them. For further information about the Future Fund eligibility criteria, please refer to the link provided in clause 1.7.

Solicitors' Information Pack

5.3 Information relevant to the role of solicitors in relation to any Application is set out in the solicitors' information pack located on the Website.

Emails and document priority

5.4 During the course of your Application, you may receive email or other correspondence from us or on our behalf. All such correspondence should be read carefully by you and treated as if it were subject to these terms of use.

5.5 If the content of any of the documents referred to above is inconsistent with these Website terms of use, the terms of the documents above will take priority over these terms of use (except in the case of correspondence from us, where these terms of use will take priority in the case of any inconsistency).

5.6 If you have any questions about the Future Fund, you should read the FAQs (as referred to in clause 1.9).

6. Website availability

6.1 The Website is made available free of charge.

6.2 Some features of the Website may not be available depending on your computer, mobile device or operating system.

6.3 We do not guarantee that the Website and the Information will always be available or be uninterrupted, accurate, error-free or complete, secure or free from bugs or viruses.

6.4 We may suspend, withdraw or restrict the availability of all or any part of the Website for business, operational and/or other reasons (including, but not only, because of a fault, error or other unforeseen circumstance or because we are carrying out maintenance). We will try to give you reasonable notice of any suspension and/or withdrawal but may not always be in a position to do this.

6.5 You are also responsible for ensuring that all persons who access the Website on your behalf are aware of these terms of use (including but not limited to the Application Specific Terms) and the Information, and that they comply with them.

6.6 You are responsible for the security of your personal details, your computer or other electronic device, and your internet connection. You must make sure that the way you use the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system. You are responsible for configuring your information technology, computer programs and platform in order to access the Website. You should ensure that you use appropriate virus protection software.

7. Using the Website

7.1 We are the owner or the licensee of all trade marks, copyright and other intellectual property rights in the Website and all Information published on it. This includes the design, graphics, logos, text and any other Information posted or made available on it. All such rights in the Website and its Information are reserved.

7.2 You may print, download, save, display and view the Information for your personal use and you may draw the attention of others within your organisation to Information posted on the Website.

7.3 You are not permitted to:

7.3.1 modify the paper or digital copies of any Information you have printed off or downloaded from the Website;

7.3.2 use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;

7.3.3 alter, sell, publish or reproduce or tamper with the Website, or any Information;

7.3.4 link any part of the Website to any other website, or frame any part of the Website on any other website. If you wish to link to, or make any use of the Information, please contact futurefundsupport@british-business-bank.co.uk.

7.3.5 engage in any data mining, data extracting or any other similar activity in relation to the Website or while using the Website;

7.3.6 alter, obscure, or remove any copyright, trade mark or other notices on the Website; or

7.3.7 upload any illegal or defamatory content, or introduce viruses or any other harmful code to the Website.

7.4 When using the Website or making an Application, you must not introduce any material that is malicious or technologically harmful. You agree that you will not do (or attempt to do) any of the following:

7.4.1 hack, or attack the Website via a denial-of-service attack or a distributed denial-of service attack, nor gain unauthorised access to the Website, the server on which it is stored or any server, computer or database connected to it, make unauthorised alterations to nor introduce any kind of malicious code to the Website;

7.4.2 reverse engineer or decompile (whether in whole or part) any software available through the Website;

7.4.3 disguise or interfere in any way with the IP address of the computer you are using to access the Website or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Website and/or the Future Fund;

7.4.4 gain, or assist others in gaining, unauthorised access to the Website and/or the Future Fund;

7.4.5 use the Website and/or the Future Fund for any purpose that is unlawful, including any fraudulent use;

7.4.6 use bots, gaming algorithms or other automated methods to access or engage with the Website or any Application or other Information on it;

7.4.7 use the Website and/or the Future Fund to simulate communications from us or another service or entity in order to collect identity information, authentication credentials or other information; nor

7.4.8 use the Website and/or the Future Fund in any manner that disrupts their operation or causes the Website to fail.

7.5 You must not use any part of the Website (including any Information) for commercial purposes without obtaining a licence to do so from us or (where applicable) our licensors.

7.6 You are not permitted to use (and have no right to allow any third party to use) our name or logo nor any name or logo associated with the Future Fund or us (including, but not only, the name “British Business Bank” and any associated logo, and the name “Future Fund” and any associated logo) without our approval. For enquiries relating to the use of any name or logo associated with us or the Future Fund, please contact us at: futurefundsupport@british-business-bank.co.uk.

8. Accuracy of, and use of, information provided by you

8.1 Where you provide information to us, whether by completing an Application or otherwise, it is essential that the information you provide is complete, accurate, up-to-date and not misleading. You are responsible for verifying any information you upload, submit or allow us and any of our Representatives to access; and by uploading, submitting or allowing us or any of our Representatives access to that information, you are confirming that it is complete, accurate, up-to-date and not misleading. In the event that any information provided by you (or on your behalf) changes during the Application process, it is your responsibility to notify us of that change as soon as practicable. Failure to notify us of any such change may result in us taking steps pursuant to clause 8.4

8.2 Where you are providing information about another person or business (for example the business in which you are investing or which you are advising, or any person associated with it), you will be responsible for ensuring that you have all necessary permissions from the relevant person or business to provide that information, and for verifying the information is complete, accurate, up-to-date and not misleading.

8.3 We (or any of our Representatives) also collect information about you, your business and people connected with your business from third parties in connection with your Application, including in connection with verifying your identity and where applicable for the purposes of carrying out our legal obligations and conducting other checks to help us prevent fraud, money laundering and other crimes. This may include conducting checks with credit reference agencies and fraud prevention agencies. We cannot guarantee the accuracy of the information we obtain from third parties. Accordingly, we accept no responsibility or liability for the accuracy or inaccuracy of that information.

8.4 If we find any information provided by you to be incomplete, inaccurate, out-of-date or misleading, we reserve the right to reject any relevant Application and/or take such other steps as we decide are reasonably necessary. Criminal penalties may apply in cases of dishonesty or fraud. We reserve the right to verify all information provided (but this does not relieve you of your responsibility for verifying the information).

8.5 We request that you do not send us any confidential or proprietary material unless requested by us (as part of the Application or otherwise).

8.6 For further information about how we may use your personal data please see our privacy notice here: [Privacy Notice](#).

9. Information only and non-reliance

9.1 The Website and its Information are made available exclusively for informative purposes. Neither the Website and its Information are intended to provide advice of any kind (including legal, financial, tax, accounting or other professional advice) and we accept no obligation or responsibility for giving any such advice. You are strongly recommended to obtain professional or specialist advice before doing anything on the basis of the Information contained in the Website.

9.2 In particular, none of the Information on the Website is intended to constitute legal, accounting or tax advice to any users of the Website, including Investors and Investee Companies. The United Kingdom tax consequences for any Investee Company in relation to any Convertible Loan Agreement will depend upon the Investee Company's own tax position and needs to be considered in that context. It is important that prospective Investee Companies or Investors consult their own professional advisers to assess and evaluate the tax issues connected with any

application without delay and in any event before making or participating in an Application.

9.3 Nothing on the Website nor in any Information made available on it should be regarded as an offer or solicitation to buy or sell any investment or an offer or solicitation to provide investment services or as a comment on the merits of engaging in any investment transaction or activity or an inducement to do so.

9.4 If you are or intend to become an Investor, the Information made available on the Website is only intended to be directed to you where you are exempt (and you agree that you are so exempt) from the general restriction in s.21 of the Financial Services and Markets Act 2000 relating to the communication of invitations or inducements to engage in investment activity, because you are:

9.4.1 an Investment Professional within the meaning given to that term in article 19 of the Financial Services and Markets Act (Financial Promotion) Order 2005 (“**FPO**”);

9.4.2 a High Net Worth Company, Unincorporated Associated or High Value Trust falling within article 49(2) of the FPO;

9.4.3 a Certified Sophisticated Investor or a Self-Certified Sophisticated Investor" within the meaning given in articles 50 and 50A respectively of the FPO;

9.4.4 a Certified High Net Worth Individual within the meaning of article 48 of the FPO;

9.4.5 an Association of High Net Worth or Sophisticated Investors within the meaning of article 51 of the FPO;

9.4.6 an equivalent High Net Worth Individual; Investment Professional; High Net Worth Company, Unincorporated Associated or High Value Trust; Certified Sophisticated Investor or Self-Certified Sophisticated Investor; or Association of High Net Worth or Sophisticated Investors in accordance with applicable law and regulation of your home jurisdiction; or

9.4.7 any other person whom it may lawfully be communicated.

The content of the Website and Information are directed only at such exempt persons and entities. Such content should not be relied on or acted upon by those

who do not satisfy the relevant definitions and fulfil the above referred requirements in the FPO to be an exempt person or entity.

9.5 For the avoidance of doubt, our Representatives have not communicated or approved any financial promotion within the Website or any Information made available on it, any financial promotion provided in a web link within the Website or the Information, or any other financial promotion linked to the Future Fund.

9.6 The time required to move through the Application will vary and will be dependent on a number of factors outside our control, including the speed at which Investors sign and return documentation to us, any nominated solicitor being put in funds by the relevant Investor(s) and the nominated solicitor reporting that it has been put in funds in a timely fashion. Neither we nor any of our Representatives, nor any of the Related Parties, will have any liability for any loss or damage suffered by you or any other party for any delay in processing any Application as a result of factors outside our (or any of our Representatives') control including any failure by you to abide by the requirements of the Website and the Application (including with respect to your obligation to provide full, accurate and not misleading information).

9.7 We do not warrant or represent that the use of the Website, or any Information made available on the Website, will not infringe the rights of any third party.

10. Your responsibility for loss or damage suffered by us

10.1. By using the Website and the Information on it (including, but not only, by submitting any Application or other form or information, or by entering into correspondence with us), you agree that you will be liable to us for any loss or damage suffered by us, arising under or in connection with any of the following:

10.1.1 your use of the Website in breach of these terms of use;

10.1.2 an Application made by you or on your behalf in breach of the Application Specific Terms set out in clause 4;

10.1.3 your negligence or wilful default;

10.1.4 any fraudulent use by you of the Website, the Future Fund portal or the Future Fund;

10.1.5 any fraudulent Application submitted by you or on your behalf; and

10.1.6 any and all misuse of your username, password, the Website or the Future Fund portal.

10.2 You will not be liable to us for any loss or damage which is not foreseeable.

11. Our responsibility for loss or damage suffered by you

11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of any of our Representatives and for fraud or fraudulent misrepresentation.

11.2 Neither we nor any of our Representatives, nor any of Related Parties will be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, other than those arising under or in connection with any of the following:

11.2.1 any breach by us of these Application Specific Terms;

11.2.2 our negligence or wilful default; or

11.2.3 fraud committed by us or our Representatives.

In particular, neither we nor any of our Representatives, nor any of the Related Parties will be liable for:

11.2.4 any loss or damage which may arise from any action or omission in relation to your Application or Loan to the extent unforeseeable or outside our reasonable control;

11.2.5 any loss or damage which you may suffer in relation to, or arising out of, any change to, suspension, withdrawal or other unavailability of, or interruption to the Website or any of the products or services accessible through the Website including, but not limited to where an Application or other form cannot be properly submitted by you or cannot be properly processed by us as a result of any change to, suspension, withdrawal or other unavailability of, or interruption to the Website;

11.2.6 any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material

due to your use of the Website or to your downloading of any Information made available on it, or on any website linked to it;

11.2.7 any loss or damage which may arise from reliance on Information made available on or through the Website; or

11.2.8 loss of profits, sales, business, revenue, loss or corruption of data, information or software, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation (whether these were a natural consequence of breach or not) or any indirect or consequential loss or damage.

11.3 We exclude all implied conditions, warranties, representations or other terms which may apply to the Website or any Information made available on it.

11.4 For the avoidance of doubt and without prejudice to the provisions set out above, you agree not to bring any claim in connection with these terms of use or in connection with the Future Fund, any Application or any Loan, including one based on contract or negligence, against any Representatives. You agree that any such Representatives may enforce or rely upon clause 11.2 and this clause in their own right including in relation to any negotiation, dispute or other matter relating to your use of the Website, any Application or Loan or any actions you take in relation to activities carried out through the Website or otherwise in respect of the Future Fund. For the further avoidance of doubt, the consent of any such Representatives is not required by British Business Bank to vary or rescind these terms of use.

12. Failure to comply with these terms of use

If, in our reasonable opinion:

12.1 you have failed to comply with these terms of use (including but not limited to the Application Specific Terms);

12.2 you have failed to comply with the terms of any documents referred to in these terms of use;

12.3 your account is being misused, illegally or fraudulently used, or is subject to other unauthorised use; or

12.4 your Application has been made fraudulently or dishonestly,

we may reject any Application that you have in progress and / or suspend your access to the Future Fund.

13. Requests to remove content

13.1 You can ask for Information to be removed from the Website. We will only do this in certain cases, e.g. if it breaches copyright or trade mark laws, contains sensitive personal data, or material that may be considered obscene or defamatory.

13.2 Contact us by emailing futurefundsupport@british-business-bank.co.uk to ask for Information to be removed. You will need to send us the web address (URL) of the Information and explain why you think it should be removed. Notwithstanding your request, any Information on the Website will be retained or removed at our absolute discretion.

14. Freedom of Information Act requests

If you would like to submit an FOI request, you can do so by emailing: FOIrequests@british-business-bank.co.uk.

15. How to make a complaint

We always try to offer the best service possible. However, if you are unhappy with any product or service offered by us please contact us at futurefundsupport@british-business-bank.co.uk. We will endeavour to resolve your complaint as quickly and as fairly as possible.

16. We are not responsible for other websites

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We do not endorse these linked websites and we have no responsibility for the content within them.

17. Other miscellaneous terms

17.1 These terms of use are governed by and construed in accordance with the laws of England and Wales. Any dispute you have which relates to these terms of use, or your use of the Website (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England.

17.2 There may be legal notices elsewhere on the Website that relate to how you use the Website or make an Application. You must comply with any such notices.

17.3 Neither we nor any of our Representatives, nor any of the Related Parties, are liable if we fail to comply with these terms of use (including but not limited to the Application Specific Terms) because of circumstances beyond our reasonable control including but not limited to any delay in performing or inability to perform our obligations under these terms of use due to an act of God or public enemy, war, insurrections or riots, fire, flood, explosion, earthquake, accident, epidemic or quarantine restrictions or to any acts of government or of any governmental or regulatory or fiscal agency, or to strikes or labour troubles causing cessation, slow down or interruption of work, or due to any other cause whether of the kind mentioned in this paragraph or not, to the extent that it is beyond our reasonable foresight and control.

17.4 We might decide not to exercise or enforce any right available to us under these terms of use. We can always decide to exercise or enforce that right at a later date. Such rights may be exercised as often as necessary and are cumulative and not exclusive of any other rights or remedies provided by law.

17.5 If any of these terms of use are held to be invalid, unenforceable or illegal by any court of competent jurisdiction, this will not affect the validity and enforceability of the remaining terms.

17.6 We may assign or transfer all or part of our respective rights and obligations under these terms of use (including but not limited to the Application Specific Terms) to any person we reasonably consider capable of performing them. We may also exercise any of our rights through the Representatives we engage. You cannot assign or transfer your rights and obligations under these terms of use nor the Application Specific Terms.

17.7 For the avoidance of doubt and for the purposes of the Contracts (Rights of Third Parties) Act 1999 and otherwise, these terms of use shall be enforceable by each of British Business Bank and the Related Parties and clauses 11.2, 11.4 and 17.3 shall be enforceable by any of our Representatives.

17.8 The Future Fund portal is an online service and all documents or notices that we wish to send you may be delivered to you through the Website or to the email provided by you in any Application made by you or on your behalf, your main registered office or in any other manner we consider appropriate.