

USER AGREEMENT

Terms of Service

1 Introduction

- 1.1 These General Terms of Service apply to all users of the website and/or the platform www.cumbrell.com (the "Website"), and all applicable addendums from time to time, and the Privacy Policy (together the "Website Agreements") constitute our legal agreements between you, as the user of the Website, and Cumbrell Ltd, as the owner of the Website. Throughout these Terms of Service we will refer to you as "you" or "your", and we will refer to Cumbrell Ltd as "we", "us" or "Cumbrell". These General Terms of Service set out in this Agreement governing your use and the service provided through the Website by any person.
- 1.2 These General Terms of Service and the Privacy Policy will come into effect between you and Cumbrell as soon as you first use the Website, and you are deemed to have agreed to be bound by them upon your first use of the Website. Also, you agree this Agreement for the second time when you sign up and confirm electronically on the Website that you agree to the terms of this Agreement, or otherwise by using the Website. Each addendum will come into effect as and when they become applicable to you from time to time in accordance with their terms. If you do not wish to continue to be bound by these Terms of Service, you have to stop using the Website before you sign up, or if you are keeping going using it, it is mean you are accepting these Terms of Service. From the time you sign up, this Agreement shall continue thereafter unless and until it is terminated in accordance with the terms of clause 11 of this Agreement.
- 1.3 These General Terms of Service are supplemented by addendums which apply depending on how you are investing or fundraising (by Equity or Lending). Each addendum describes the circumstances in which they are applicable to you, and therefore you should review each one to ensure that you are aware of when an addendum applies to you.

2 Relationship to Other Agreements

- 2.1 In addition to this Agreement, our Privacy Policy apply to you and everyone else who uses the Website. We refer to the User Agreement and the Privacy Policy together as the "Website Agreements".
- 2.2 During the course of your use of the Website, you may choose to agree to be bound by certain other agreements: for example, if you wish to sign up to the Website, you will need to agree to the User Agreement, and if you wish to invest through Cumbrell, you will need to agree to the relevant Investment Agreements. We refer to all of these other agreements as the "Cumbrell's Agreements", because rather than just governing your technical use of the Website, they set out the substantive terms that govern your relationship with Cumbrell depending the services or products provided to you when you make use of our Website.
- 2.3 The Website Agreements will continue to apply to you even after you have agreed to a Cumbrell's Agreement. However, if it turns out that there is a conflict between the Website

Agreements and a Cumbrell's Agreement that you agree to, the Cumbrell's Agreement will take precedence.

3 Disclosures and Disclaimers

- 3.1 The Website is provided “as is” and “as available”. We make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Website, including any warranty that the Website or any part or use of it will be uninterrupted, error free or free of harmful components, or that any information provided to us or available on the Website will be secure, accurate, timely, up-to-date, reliable or not otherwise lost or corrupted. Except to the extent prohibited by law, we exclude all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.
- 3.2 This Website may contain links to other websites. Unless we expressly say otherwise, you should assume that these other websites are not under the control of Cumbrell or our affiliates. We are not responsible for the content of any website linked to our Website and we disclaim liability for any and all forms of loss or damage arising out of the use of them. Additionally, even if we include a link to another website on our Website, that does not mean that we endorse that other website or in any way recommend that you should use it. Your linking to any off pages or other sites is at your own risk.
- 3.3 While Cumbrell Ltd uses reasonable efforts to obtain information from reliable sources, Cumbrell Ltd makes no representation or warranties as to the accuracy, reliability or completeness of any information or document at this Website obtained outside of Cumbrell Ltd.
- 3.4 Opinions and any other contents at this Website are subject to change without notice. No information or material at this Website is to be deemed a recommendation to buy or sell any shares, securities, bonds or is to be relied upon for the purpose of making or communicating investment or other decisions.
- 3.5 You acknowledge that you understand and accept that the Website is intended to facilitate the sale and purchase of Rewards, Shares, receivables in relation to Loans, and only limited investigation of Offers is undertaken by us. Investors are responsible for making your own assessment of the viability of each Offer. If you are in doubt or require any assistance in making such an assessment, you should consult professional advisors
- 3.6 We shall not have any duty to disclose to you any Information which we receive in the course of providing the Website.
- 3.7 You acknowledge and agree that we do not provide any investment, financial, accounting, taxation or legal advice in general, or in relation to any Offer, Investment Agreement or this Agreement, and that we are not authorised to do so. Nothing that we do or communicate to you should be construed as the provision of any such advice by us. You are solely responsible for making your own independent appraisal and investigation of the risks of making an Investment or otherwise investing or borrowing on the Website and you should obtain your own legal, accounting, tax and/or financial advice in relation to such matters, as you consider necessary.

4 User Accounts

- 4.1 In order to Invest through the Website, you must first apply for a User Account via the Website. You must provide us with all information requested during the application process and comply with all our identification and anti-money laundering requirements to enable us to comply with all applicable Law.
- 4.2 We reserve the right, in our sole discretion, to refuse to register you as a member of the Website for any reason and, in that event, are under no obligation to tell you the reason for such refusal.
- 4.3 Upon completion of the registration process, including satisfaction of any required verification checks and acceptance by us, we will open a user account for you called Wallet. Your Wallet does not hold any funds but will show the amounts (if any) held by Cumbrell Ltd for you.
- 4.4 If we approve your application for a User Account, you will be asked to choose your Access Codes. Each time you seek to access your User Account, we will check your identity by asking for your Access Codes. As long as your correct Access Codes are entered, you agree that we will be entitled to assume that you are the person giving instructions and you will be liable for those instructions until you notify us in accordance with Clause 4.5 of these General Terms of Service. You must therefore keep the Access Codes secret and secure and make sure that they are not stored in a way that enables others to access them or impersonate you. In addition, if you disclose the Access Codes to any person, you will be responsible and liable for any access, use, misuse or disclosure of your Access Codes or your User Account by such person.
- 4.5 You must notify us immediately if you discover or suspect that the security of your Access Codes may have been breached. If we receive such a notification from you or determine ourselves that the security of your Access Codes may have been breached and we decide to take action based on that, you will not be able to access the Website until measures have been taken to verify your identity.
- 4.6 Unless and until you tell us that you believe that someone else knows the Access Codes or can use your User Account by impersonating you:
- 4.6.1 you will be responsible for any instruction which we receive and act on via your User Account, even if it was not given by you; and
- 4.6.2 we will not be responsible for any unauthorised access to your User Account or the information available in it.
- 4.7 We can refuse to act on any instruction that we reasonably believe:
- 4.7.1 was unclear; or
- 4.7.2 was not given by you; or
- 4.7.3 might cause us to breach a legal or other duty; or
- 4.7.4 if we believe the Website is being used for an illegal purpose.

5 Investor Account

- 5.1 Your Unused Balance shall be held on trust for you by us in the Investor Account (along with other funds we hold on trust for others).
- 5.2 In the event that there has been no activity on your User Account for a period of at least 18 months, we shall be entitled to take such steps as we consider appropriate, which may include closing your User Account and transferring your Unused Balance from the Investor Account to your Nominated Bank Account.
- 5.3 You may request us to transfer your Unused Balance from the Investor Account to your Nominated Bank Account at any time.

6 Intellectual Property

- 6.1 The Website may include at any time text, graphics, logos, icons, images, sound clips, video clips and data compilations, and together with the Website's page layout, underlying code and software we refer to all of these as "Content".
- 6.2 All of the Content is the property of Cumbrell, our affiliates or third parties with whom we do business, and this means that it is protected by United Kingdom and international intellectual property laws and other relevant laws. This means that, you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Cumbrell. For the avoidance of doubt, data mining or scraping the Website without the express written permission of Cumbrell is not permitted.

7 Intellectual Property Rights, Information and Website Usage

- 7.1 All the Intellectual Property Rights in the Website and the Information on the Website provided by us to you (excluding your User Information), shall vest and remain vested in us or the third party owners. Except as expressly provided in this Agreement, you obtain no rights from us or our licensors, including any rights related in or related to any Intellectual Property Rights.
- 7.2 We grant you a limited, revocable, non-exclusive, non-sub licensable, nontransferable licence to access and use the Website solely in accordance with this Agreement. You may not make a permanent copy of or reproduce any Information from the Website in any form. You may not reproduce or incorporate any Information or content from the Website into any other website or material.
- 7.3 During and after the term of this Agreement, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or our licensors, any patent infringement or other Intellectual Property Rights infringement claim regarding the Website.

- 7.4 You represent, warrant and undertake that none of your User Information will infringe the rights of any third party, including Intellectual Property Rights, privacy, publicity or other personal or proprietary rights; or will contain libellous, defamatory or otherwise unlawful material.
- 7.5 You undertake not to use the Website:
- 7.5.1 to harvest or collect email addresses or other financial, personal or contact Information of other users of the Website by electronic or other means for the purposes of sending unsolicited communications or inviting any person to invest outside the Website;
 - 7.5.2 to create a database (electronic or otherwise) that includes Information downloaded or otherwise obtained from the Website except to the extent expressly permitted under this Agreement;
 - 7.5.3 to transmit or re-circulate any Information obtained from the Website to any third party except where expressly permitted by us or on the Website;
 - 7.5.4 in any unlawful manner or in any other manner that could damage, disable, overload or impair the Website or the servers on which it is hosted;
- 7.6 You undertake not to use automated scripts to collect Information from or otherwise interact with the Website;
- 7.7 You undertake not to upload, post, publish, display, transmit, share, store or otherwise make available on the Website any Information that we may deem:
- 7.7.1 to be misleading, harmful, threatening, unlawful, libellous, defamatory, infringing of any Intellectual Property Rights, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable; and/or
 - 7.7.2 to contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
 - 7.7.3 to be unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation; and/or
 - 7.7.4 to be the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, National Insurance numbers or other identifiers, credit card numbers and/or debit card numbers; and/or
 - 7.7.5 to be an attempt to promote or market any goods or services for your own financial benefit;
- 7.8 You undertake not to register on the Website more than once or register on the Website on behalf of an individual other than yourself, or register on the Website on behalf of any entity without that entity’s prior written authorisation;
- 7.9 You undertake not to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your financial employment or personal circumstances or your affiliation with any person or entity;
- 7.10 You undertake not to use or attempt to use another person’s User Account without authorization from us, or create a false identity in relation to the Website;

- 7.11 You undertake not to solicit personal information from anyone under 18 or solicit passwords or personally identifying Information for commercial or unlawful purposes; or
- 7.12 You undertake not to use the Website in such a way so as to remove the copyright or trade mark notice(s) from any copies of any Information made in accordance with this Agreement.
- 7.13 You are solely responsible for your User Information. You may not post, transmit, or share User Information on the Website or otherwise that you did not create or that you do not have permission to display, publish or post. You understand and agree that we may, but are not obligated to, review the Website and may delete or remove (without notice) any User Information in our sole and absolute discretion, for any reason or no reason, including without limitation User Information that in our own absolute discretion violates any provision(s) of this Agreement. You are solely responsible at your own cost and expense for creating backup copies and replacing any User Information.
- 7.14 When you post your User Information, you authorise and direct us to make such copies of it as we consider necessary in order to facilitate the publication, display and storage of the User Information in relation to the Website, subject always to the Privacy Policy to the extent it applies to such User Information. By posting User Information to any part of the Website, you automatically grant, and you represent and warrant that you have the right to grant to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide licence (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Information for any purpose on or in connection with the Website, or the promotion of them, to prepare derivative works of, or incorporate into other works, such User Information, and to grant and authorize sublicences of the foregoing, all subject to the Privacy Policy to the extent it applies to such User Information. You may remove any or all of your User Information from the Website at any time, subject to the provisions of the clause 9 of these General Terms of Service. If you choose to remove User Information, the licence granted above will automatically expire in respect of the User Information removed, however you acknowledge that we may retain archived copies of your User Information.
- 7.15 You agree on demand to indemnify and hold each other user, us , and each of our directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees and expenses, and all registration fees and duties, arising out of or in connection with:
- 7.15.1 any of your User Information;
 - 7.15.2 your Investments or other use of the Website;
 - 7.15.3 your conduct in connection with the Website or with other users of the Website;
- and
- 7.15.4 any breach by you of this Agreement or the infringement of any Intellectual Property Rights or other rights of any third party.
- 7.16 You are solely responsible for your interactions with other users of the Website. We reserve the right, but have no obligation, to monitor disputes between you and other users.
- 7.17 Subject to the provisions of this Agreement, we are not responsible for third party information downloaded or any User Information posted by other users to the Website.

7.18 The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to Applicable Law.

8 Warranties and Representations

8.1 By agreeing to the terms of this Agreement, you represent and warrant to us that:

- 8.1.1 notwithstanding our statutory obligations to individual investors to provide services with reasonable skill and care, you understand and acknowledge that neither we nor any of our or directors or employees make any representation or warranty, express or implied, as to the accuracy, completeness or reliability of any information which we provide to you from time to time;
- 8.1.2 all details, information, representations, identification and other documentation that you provide to us from time to time is true and accurate in all material respects;
- 8.1.3 you are entering into this Agreement and any relevant Ancillary Documents as principal and not as agent or on behalf of any third party;
- 8.1.4 you will not send funds to the Investor Account other than by using the payment methods specified by us and, in each case, from your Nominated Bank Account and you will not request that funds be sent from the Investor Account other than to your Nominated Bank Account;
- 8.1.5 you will not use the Information posted on the website for any purpose other than researching Investment opportunities listed on the Website and transacting on the Website; and
- 8.1.6 any User Information is complete, accurate and up to date, and will be updated by you as soon as possible after it later becoming incomplete, inaccurate or no longer up to date.

9 Confidentiality

9.1 Information obtained by you via your User Account and Information disclosed directly to you by us (“Confidential Information”) shall be kept strictly confidential by you and used only for the purpose of interacting with and transacting on the Website and shall not be disclosed by you in whole or in part, directly or indirectly to any third party, provided that:

- 9.1.1 you may disclose such Information to any of your professional advisors for the purpose of working with you in connection with your decision to transact on the Website, on the basis that you understand that you will be responsible for their use and handling of such Information; and
- 9.1.2 You are required to disclose in accordance with Applicable Law, provided that you give us as much advance written notice of such requirement as is reasonably practicable in the circumstances.

10 Liability

- 10.1 You shall be liable to us for any loss or damage suffered by us as a result of your breach of this Agreement or for your negligence, fraud or wilful misconduct.
- 10.2 We shall only be liable to you for any loss or damage which results directly from our breach of this Agreement, negligence, fraud or wilful misconduct.
- 10.3 Whilst Cumbrell Ltd takes every care to ensure that the standard of the Website remains high and to maintain the continuity of it, you acknowledge and agree that the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. then We shall have no obligation or responsibility to operate the Website to a certain level of availability (or any particular part of it).
- 10.4 Our liability to you in respect of any Ancillary Documents shall be limited to the amount paid by you in relation to any such Ancillary Documents.
- 10.5 We will not be liable for any indirect, incidental, special, punitive or consequential damages, loss of business, loss of profits, loss or corruption of data, loss of goodwill or reputation caused by any act or omission by us under any aspect of this Agreement.

11 Termination

- 11.1 We reserve the right, in our sole discretion, to terminate this Agreement and close your User Account immediately by notice to your email address at any time and for any reason (and, in that event, are under no obligation to tell you the reason for such termination and closure), including (without limitation) if:
- 11.1.1 you are in material breach of any term of this Agreement; and/or
 - 11.1.2 you breach any term of any Ancillary Document to which you are a party; and/or
 - 11.1.3 we suspect that you have used or intend to use the Website for the purpose of an illegal activity.
- 11.2 You have termination rights relating to this Agreement, as set out in the addendums. Each addendum has specific termination rights which allow you to terminate each addendum separately, without affecting any other addendums which may apply to you from time to time.
- 11.3 On termination of this Agreement, any of your funds remaining in the Investor Account will, subject to any restriction under Applicable Law, be credited to your Nominated Bank Account. Any termination of this Agreement will not affect the validity or enforceability of any Ancillary Documents that you are then currently a party to.
- 11.4 Following termination of this Agreement, your access to your User Account will be terminated and we will have no obligation to store or provide you with access to any User Information or any Information relating to your activity on the Website.

12 Notices and Communications

- 12.1 Except as otherwise expressly provided in this Agreement, any communication in writing may be given by email to the email address last notified by you to us. For any notice and communications from you, you shall give in writing by email to the address support@cumbrell.com, giving the identification data.
- 12.2 Communications sent by email they will be treated as received immediately upon sending, so long as we do not receive notice of non-transmission or non-receipt.
- 12.3 Any communication given to us shall be deemed to have been received only on actual receipt by us.

13 Amendments to this Agreement

- 13.1 We may amend this Agreement by placing a new version of this Agreement on the Website, and where possible will give you notice that a change has been made. If you will not accept the new version of this Agreement, we will not allow to you to access to the Website. You should periodically check the Website for updates to this Agreement.
- 13.2 We may make changes to this Agreement for any purpose that we consider reasonably necessary, including (without limitation):
- 13.2.1 where we consider that a change will make this Agreement clearer and no less favourable to you; or
 - 13.2.2 to introduce new systems or technology; or
 - 13.2.3 to introduce new products or services; or
 - 13.2.4 to implement changes required by Applicable Law.
- 13.3 If you are not happy with any changes to this Agreement that may be made from time to time, you may terminate this Agreement in accordance with clause 11 of these General Terms of Service, but subject always to any restrictions on your rights to terminate this Agreement as set out in any addendum.

14 General

- 14.1 The Agreement is supplied in English and all communications between you, all or any of us will be in English.
- 14.2 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to this Agreement, and no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.3 Except as may be expressly provided herein, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, or to constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

14.4 If any part of this Agreement is found to be illegal, invalid or unenforceable by any court of competent jurisdiction or regulatory authority, the remainder shall continue in full force and effect. No single or partial exercise, or failure or delay in exercising any right, power or remedy by either you or us shall constitute a waiver by us of, or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

14.5 The provisions of this Agreement are personal to you and you shall not be entitled to assign or transfer any of your rights or obligations under this Agreement.

14.6 We, and our successors and assigns, may assign any or all of our respective rights and obligations under this Agreement. Cumbrell Ltd and our successors and assigns, which has rights or benefits under this Agreement may assign any or all of their respective rights and obligations under this Agreement.

15 Governing Law and Jurisdiction

15.1 The Agreement (including all non-contractual rights arising out of or in connection with it) is governed by English law.

15.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be England. The governing law of this arbitration agreement shall be the substantive law of England.

15.3 Cumbrell reserves the right to bring any proceedings against you or anyone user of the website for breach of this Agreement in the user's country of residence or any other relevant country.

16 Our details

16.1 Cumbrell Ltd is a limited company registered in England and Wales (No. 11175217), with registered office at 20-22, Wenlock Road, London, N1 7GU, United Kingdom.