CapitalRise Finance Limited

These Terms and Conditions (together with the documents referred to in them) tell you the terms on which you may make use of the CapitalRise website (the "Website"), whether as a guest or a registered member. Please read these Terms and Conditions carefully before you start to use our site as these terms will apply to your use of our site. By using the site, you confirm that you accept these Terms and Conditions and that you agree to comply with them and any applicable laws and regulations. If you do not agree to these Terms and Conditions, you must not use the site.

1. Operation of the CapitalRise Website

1.1 The Website is operated by CapitalRise Finance Limited **("CapitalRise")**.

1.2 CapitalRise Finance Limited is authorised and regulated by the Financial Conduct Authority, firm reference number 816789 in relation to its investment arranging activities, but its lending activities are not regulated activities in their own right. CapitalRise® is a registered trademark of CapitalRise Finance Ltd, a limited company registered in England and Wales (No. 09571824) with its registered office at 33 Cavendish Square, London W1G 0PW

1.3 The CapitalRise investment service is available to investors that become members through the Website. CapitalRise provides members with details of potential investments issued by special purpose companies **("Property Companies" and each a "Property Company")** that it sets up **("Investments")**. These Investments are typically structured as bonds issued by a Property Company, but may also be in the form of a share issue.

1.4 CapitalRise or its associates shall provide the directors for and own the voting rights in the Property Company.

1.5 The Property Company will use the investment proceeds to make a loan to a borrower **("Borrower")**, who will use the proceeds of such loan to either invest in or redevelop property, as set out on the Website in the specific page for that Investment **(the "Investment Opportunity")**.

1.6 All loans to Borrowers will typically be secured by a first or second charge over the investment property, granted by the Borrower in favour of the Property Company, as set out in the Investment Opportunity. The security arrangements are set out in section 4 below.

1.7 As a member of the Website, you are bound by these Terms and Conditions in relation to your use of the Website and your participation in Investment Opportunities. Users of the Website who are not members are also bound by these Terms and Conditions insofar as they are capable of application to non-members. By using the Website, you confirm that you have read, understood and agree to these Terms and Conditions and the Privacy Policy (each as amended from time to time). If you do not agree to the Terms and Conditions, you must stop using the Website immediately. For the avoidance of doubt clause 11 Complaints and Compensation only applies to members of the Website.

1.8 We reserve the right to restrict access to some parts of our site to eligible members who have successfully completed the onboarding journey, including the 24-hour cooling off period as required under FCA regulations.

1.9 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw,

discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

1.10 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any other person.

1.11 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

1.12 We cannot guarantee that the Website will be free from viruses and will not be responsible for the consequences of any viruses you may import from the Website. You should only use the Website for the purposes for which it is designed.

1.13 These Terms and Conditions set out the contractual obligations as between you, CapitalRise and the Custodian (as defined in section 2) in connection with investing through the Website. References to “we”, “our” and “us” shall be to CapitalRise unless the context refers to CapitalRise and/or the Custodian acting together.

1.14 Potential Borrowers are bound by these Terms and Conditions in so far as they are users of the Website. Terms and Conditions for lending are provided separately on request.

2. Membership

2.1 Membership of the website is subject to eligibility requirements. Before joining you are required to select what type of investor you are. The categories are Self-Certified Sophisticated Investor, High Net Worth Investor and Corporate Investor. The categories are explained in more detail during the sign-up process. We are also required to ensure you understand the risks associated with this type of investment. Finally, we will identify your identity – most of the time this is done electronically and will not require any documentation. Once a 24-hour cooling off period has passed members will have access to live Investment Opportunities.

2.2 Your money is subject to protection under the client money rules set out in chapter 7 of the Client Assets sourcebook of the FCA rules. Your money will be segregated from our money and held by a custodian (the "Custodian"), in a segregated client money account held at a bank or building society approved by the FCA until such time that the funds are transferred for investment. Neither we nor the Custodian shall be liable in the event of default by a bank, other borrower, agent, broker or other person who is holding your money pursuant to these Terms and Conditions. Further information on the terms applying to the client money accounts can be found in section 5 of these Terms and Conditions.

2.3 We will treat all members as retail clients for the purposes of the FCA rules (retail clients receive the highest degree of regulatory protections under those rules).

2.4 We make summary details of Investment Opportunities available to all users of the Website, but only members are able to view full details of Investment Opportunities or apply to invest.

2.5 In order to become a member of the Website, you will need to apply to join and be approved by us. We reserve the right to reject applications on such grounds as we see fit, including, without limitation, your knowledge and understanding of investing, your financial status, your capacity to be

bound by these Terms and Conditions or the jurisdiction in which you live or are a citizen.

2.6 If you apply to become a member, we will carry out identity and fraud checks on you, using third party agencies. We use our own internal guidelines and policies when assessing applications but retain complete discretion. If we cannot get adequate information from the third-party agency, then we will ask you to send us copies of the relevant identification documents (normally a certified copy of your passport and a utility bill) and any supporting evidence that we may require. If you do not provide all appropriate identification documents your application for membership will not be approved.

2.7 By making an application you warrant to us that the information that you have provided to us is correct. You also undertake to inform us as soon as possible by email to customercare@capitalrise.com of any changes to your circumstances which may affect your eligibility to be a member of the Website. We may also suspend your membership at any time if we believe it is appropriate to comply with our legal and regulatory obligations. For more details about how we use your information, please refer to the Privacy Policy.

2.8 Provided that we accept your application to become a member, you will then be able to view Investment Opportunities available through the Website.

2.9 Only members can invest, so your application for membership should be completed in the name of the same person that will invest.

2.10 You will be required to provide personal details and a password to register as a member, which are unique to your individual Website membership and are not transferable. Your registration details and password are how we identify you and so you must keep them secure at all times. Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately

2.11 You are responsible for all information and activity on the platform by anyone using your details. If you authorise an agent, family member, employee or sub-contractor to use your CapitalRise online account you will be responsible for their activity on the platform. We reserve the right to request evidence of any such authority and not to act on your instructions where we suspect that the person logged into your CapitalRise online account is not you or we suspect illegal or fraudulent activity or unauthorised use.

2.12 You agree not to adapt or circumvent the systems in place in connection with the 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.

3. Making investments through the platform

3.1 If you wish to subscribe for an Investment, you will need to specify the size of the investment you wish to make and place funds in your CapitalRise account.

3.2 Whether we choose to accept your application to invest will be at our discretion, even if you are a member and satisfy our eligibility criteria, for example, because the offer is over-subscribed or because of legal or regulatory matters. Investments are allocated in order of reservations of investment. Members may reserve an Investment without having funds in their accounts and reservations will be honoured for 48 hours or longer at CapitalRise’s discretion. The Investment Opportunity page specifies at what intervals investments will be settled. The date of the Investment will be the date of settlement. If you are funding an investment using an ISA transfer-in your

reservation will be settled at the first available opportunity on receipt of the funds from the previous ISA manager.

3.3 Members may withdraw a reservation at any time. Once a Member has placed funds into their account and confirmed the investment by signing the Bond Deed and Security Trustee Deed then the investment will be settled in accordance with Clause 3.2 and cannot be withdrawn. Investments are settled on the basis of the Investment Opportunity page against which a reservation was made.

3.4 All Investments will be governed by the terms of the bond Instrument for the relevant Investment Opportunity, or any information memorandum and the Property Company's articles of association in the case of a share offer, and these Terms and Conditions. To the extent that there are any inconsistencies between these documents, the provisions of the bond instrument or in the information memorandum as relevant shall prevail over the Property Company's articles of association which shall prevail over these Terms and Conditions. We rely on third parties such as Borrowers, valuers and project monitors, to provide us with information that we publish on the Investment Opportunity page. We are not responsible for verifying information provided by other professionals, neither are we responsible for verifying that the Borrower has not falsified documents or that it will adhere to any statements of intent in respect of future matters. We are not responsible for the continued verification of Investment Opportunity pages after the time of publication.

3.5 We do not provide investment advice, legal advice or tax advice. In particular, we will not assess the suitability of an Investment in light of your personal circumstances and you are responsible for making your own investment decisions. If you are in any doubt as to your own personal circumstances, you should seek such advice from an appropriately qualified professional. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

3.6 We may occasionally provide links to third party websites which, unless we specify otherwise, are not under our control. We assume no responsibility for the content of these websites, and you visit these websites at your own risk.

3.7 We will not facilitate investment where we are aware that it is illegal, although it is your responsibility to ensure that you have complied with any relevant legal or regulatory restrictions that would prohibit you from investing.

4. Enforcement of security

4.1 It may be necessary for us to take steps to enforce provisions of the bond instrument against the Property Company or enforce the provisions of loan agreement against the Borrower for your benefit and we undertake to do so where necessary and appropriate. We will generally do this through the control we exercise over the Property Company through its directors, whom we appoint, or as Security Trustee under the security documentation.

4.2 We will notify investors if there is a default under the terms of the Investment documents and we will keep investors informed as to the progress of any enforcement action that is taken. Where we hold security in the form of a second charge, our ability to take enforcement action will be subject to the rights of the holder of the first charge, which will be disclosed on the Investment Opportunity page. We will not be responsible for any information we obtain from other sources or opinions that we provide to you for the purposes of deciding how to deal with a default, such as information about the circumstances of the Borrower or the value of the property.

4.3 We may instruct third parties, such as solicitors, in order to pursue a debt against a Borrower. Our costs for taking action to exercise the security of up to 10% of the amount we recover plus any third-party costs will be payable by the Borrower and will be deducted from the proceeds of recovery before you have been repaid (and so may reduce the amount paid to you if there is a shortfall).

4.4 Borrower default could result in a delay in you receiving investment returns and could result in you receiving less than you originally invested or none at all. Your investment return in respect of any delay in payment to you will be set out in the Bond Instrument and/or the information memorandum and on the Investment Opportunity page.

4.5 We will keep you up to date with the progress of efforts to collect missed payments and to recover defaulted debt.

5. Client money

5.1 If we accept your application to make an investment, we will provide you with bank account details, or other payment details, into which you should transfer your subscription amount. The CapitalRise account will be held by and administered by the Custodian as a client account. At present, the Custodian is Goji Financial Services Limited, which is authorised and regulated by the Financial Conduct Authority under firm reference number 805323. We, or any other authorised firm we nominate, acting as your agent, may take over control of the CapitalRise account at any time provided that we or they have appropriate regulatory permissions to hold client money and you authorise the current Custodian to transfer any monies it holds for you in the CapitalRise account to any replacement Custodian in such circumstances without seeking your express instruction to do so.

5.2 By accepting these Terms and Conditions, you appoint the Custodian to hold any subscription monies you have paid into your CapitalRise account pending clearing of the associated investment and arranging for the transaction to take place. Once the Custodian it has confirmed that the investments have been issued, it will release the money to the Property Company or pre-funders as required. The Custodian will also receive money due to you from the Property Company under the terms of an investment and hold money in connection with arranging any transaction you enter into pursuant to clause 7 (transferring your investment). The Custodian will treat you as its client in making these arrangements and will treat money in your CapitalRise account as “Client Money” in accordance with the FCA's client money rules. Client Money will be held in an approved bank account under the FCA's rules. The Custodian will use reasonable skill and care for the selection, use and monitoring of any approved bank with which Client Money is held, but will not be liable for their acts or their insolvency.

5.3 All uninvested cash in your CapitalRise account is currently to be held in a Client Money bank account with Starling Bank Limited.

5.4 You should note that unless otherwise agreed the Client Money will be held in a pooled account and will not be separately identifiable from Client Money of other clients of the Custodian or its associates on Starling Bank’s books and records. Accordingly, should the Custodian default on its obligations to its clients, any shortfall in Client Money held by Starling Bank Limited may be shared pro-rata among all clients whose money is held in the pooled client money account.

5.5 Where a bank with which the Custodian holds Client Money fails (including the appointment of a liquidator, receiver, administrator, or trustee in bankruptcy, or any equivalent) this will constitute a secondary pooling event under the FCA Rules. The consequences of the failure of a bank holding Client Money for the Custodian's clients include that there may be a shortfall in the funds held for

you so that you may incur a potential loss.

5.6 Where a Client Money balance remains unclaimed and provided the Custodian has taken the following reasonable steps to trace the client and return the balance, the Custodian may cease to treat the money as Client Money and pay the Client Money to a registered charity of the Custodian's choice. The Custodian must, except in the case of aggregate Client Money balances of £25 or less:

5.6.1 determine that there has been no movement on the client's balance for a period of at least six years (ignoring any payments or receipts of charges, interest or similar items); determine, as far as reasonably possible, the correct contact details of the client;

5.6.2 write to the client at the last known address (either by post of e-mail) informing the client of the intention of no longer treating that balance as Client Money and to pay the sums concerned to charity, giving the client 28 days to make a claim;

5.6.3 where the client does not respond after 28 days, attempt to communicate the information in sub-clause 5.6.2 above to the client on one further occasion by any means other than that used in sub-clause 5.6.2, including by post, e-mail, telephone or media advertisement;

5.6.4 where the client has not responded within a further 28 days following the communication in sub-clause 5.6.3, write to the client by post or e-mail at the client's last known address informing the client that as the Custodian has not received a claim for the Client Money, the Custodian will in 28 days' pay that sum to a registered charity and provide an undertaking to pay to the Client an equivalent sum if the client seeks to claim the Client Money in future. This sub-clause 5.6.4 does not apply if the Custodian has obtained confirmation that none of the contact details held for the client is accurate or that the communication is unlikely to reach the client;

5.6.5 make and retain records of all balances released from client bank accounts all relevant documentation (including charity receipts) and details of all actual or attempted communications in accordance with this clause; and

5.6.6 undertake to make good any valid claim against any released balances.

5.7 Your CapitalRise account is non-interest bearing and no interest accrues on the Client Money deposited within it or is repayable to you.

5.8 If you want the Custodian to hold money that has not been allocated in your CapitalRise account in order to invest in future opportunities, you may do so. No interest is payable on money held in the CapitalRise account and no fees are charged in respect of establishing the account. CapitalRise or the Custodian may retain a payment representing interest on the money held in the CapitalRise account.

6. Your investments

6.1 CapitalRise arranges for facilities to be provided to Borrowers through a specially incorporated Property Company. The initial facility, and subsequent drawdowns where applicable, are usually pre-funded by CapitalRise and by other pre-funders, some of which may be associated with CapitalRise.

6.2 Funds raised from members through the launch of an Investment Opportunity may be used to either pay the Borrower or re-pay the pre-funders in accordance with clause 5.2.

6.3 Borrowers will typically use the loan from the Property Company to redevelop a property, to acquire a property or for bridging purposes. The specific details of how the loan funds will be used by each Borrower will be set out on the relevant Investment Opportunity page.

6.4 Your investments will normally include voting rights that permit you to vote on matters affecting investors in accordance with the bond instrument or Property Company's articles of association.

6.5 Any cash which is not allocated to investments will remain in your CapitalRise account. If you wish to withdraw funds you can request this through your CapitalRise account. Payments may only be made to an account nominated by you (your **"Nominated Account"**). If you wish to change your Nominated Account, you must contact us by email at customercare@capitalrise.com to make the request and provide evidence of the replacement account. Any replacement account must be in your name and be held with a bank or credit institution that is acceptable to the Custodian. The Custodian will not, in any event, be obliged to pay money to an account other than your Nominated Account. Withdrawal requests will usually be processed by the Custodian within 5-7 working days. Withdrawals to an international Nominated Account may take longer than usual and may incur an international payment fee.

6.6 All returns due in connection with your investment(s) will be paid into your CapitalRise account. Payments may be made after deduction of relevant tax unless your investment is held through an Innovative Finance ISA account. CapitalRise are also not obliged to withhold tax where the investment has been structured as a deep-discounted bond and the returns accrue within the term of the bond. Regardless as to whether tax is withheld, it is your responsibility to account for any taxes that may be payable to the appropriate authorities.

6.7 Details of the investments and money in your portfolio can be viewed through the "My Account" section of the Website. For reporting purposes, we will value your bonds by reference to the original capital amount you paid for them rather than their potential sale value.

6.8 Updates on your investments will be posted on your account dashboard.

7. Can investments be sold or transferred?

Bulletin Board terms and conditions

7.1 If you want to exit an investment early, we provide you access to a board where you can post your investment for sale (the **Bulletin Board**). There is no guarantee that your investment will sell, and you should normally expect to hold your investments until the borrower repays the loan to the Property Company and the bonds are redeemed.

7.2 If you sell your investment you will need to pay us a fee of 1.5% of the current value of the investment at the date of posting it on the Bulletin Board (the **Fee**) and the Custodian will deduct this from the payment made back to you.

7.3 You agree that any contract you enter into through the Bulletin Board either as a seller or buyer of an investment will be governed by these terms and conditions.

7.4 Please note, real estate investments are illiquid and it may not be possible to sell on your investment before the end of the term. You can request to post an investment on the Bulletin Board at any point up until one month before the earliest estimated end date specified on the initial deal page for any investment opportunity (the **Final Posting Date**). CapitalRise reserves the right to

move the Final Posting Date to an earlier date than originally stated on the initial deal page, or to remove the right to post an investment on the Bulletin Board at all.

7.5 If you wish to sell an investment you can only post the whole of an investment for sale and not part of any investment.

7.6 Interest bearing bonds can be posted on the Bulletin Board for up to 30 days or up until the date of the next interest repayment, whichever is the soonest. Other bonds can be posted for up to 30 days. If there is no expression of interest within this period, the posting will be removed. You may re-post an investment for sale as long as the conditions in 7.4 are still met. The seller may remove a posting from the Bulletin Board at any point prior to a potential buyer of the bonds registering their interest.

7.7 The posting on the Bulletin Board will include the following information; the name of the bond, the original issue price of the bond, the annual rate of return; the estimated repayment date; the final hard stop date of the bond; the date of the posting of the investment on the Bulletin Board (the **Posting Date**) the purchase price, being the value of the bonds as at the Posting Date as determined by the bond instrument (the **Purchase Price**); and the amount of the Fee. These details constitute the **Term Sheet**.

7.8 Any member who is interested in purchasing an investment listed on the Bulletin Board can register their interest by clicking the button. An email will be sent to both seller and buyer confirming the Term Sheet details. The seller and buyer must each respond to all recipients of this email to confirm that they agree to enter into a contract to buy/sell the bonds on the terms of the Term Sheet and these Investor Terms and Conditions and the buyer must fund their CapitalRise client account with the Purchase Price within 3 working days. CapitalRise will have no obligation to settle the transaction pursuant to clause 7.10 unless and until it is provided with evidence of the sale and purchase having been agreed and with funding from the buyer.

7.9 When agreeing to purchase the bonds, the buyer agrees to be treated as a party to, and to be bound by, the terms of the Bond Instrument and the Security and Intercreditor Deed.

7.10 When both parties have confirmed the contract and the buyer has funded their client account (the **Effective Date**), CapitalRise will arrange for the Purchase Price to be transferred from the buyer's client account into the seller's client account. The Fee will be deducted from the Purchase Price on transfer. CapitalRise will update the seller's and buyer's investment details on their account to reflect the transfer as at the Effective Date. All sums accrued but not paid on the bonds prior to the Effective Date will be due to the buyer, who shall be responsible for any tax due on those returns. In the event that any interest payments are made subsequent to posting and prior to the Effective Date, the transaction will be cancelled and the posting will not be returned to the Bulletin Board. The seller may then choose to re-post the investment as long as the conditions in 7.4 are still met.

7.11 In the event that either one of the parties fails to confirm the contract via email, or the buyer fails to fund their account with the Purchase Price, within 3 working days of the email being sent then the contract will be cancelled. If any of the original posting period referred to in clause 7.6 is left, the posting will be returned to the Bulletin Board.

8. Fees and charges

8.1 We generally charge our fees to the Borrower. No fee shall be charged for transfers upon death

or incapacity of a member.

8.2 We do not charge a fee to invest. If you want to exit early you can sell your investments on the Bulletin Board. We will charge you 1.5% of the current value of the Investment (valued at the point of posting it on the Bulletin Board) and the Custodian will deduct this from the payment made back to you.

8.3 A list of all fees and charges is set out in the Schedule to these Terms and Conditions.

9. Terminating your membership

9.1 If you no longer want to be a member of the Website, provided you have no live investments with us and all funds have been withdrawn from your CapitalRise account, you can let us know by email to customercare@capitalrise.com and we will cancel your membership straightaway.

9.2 If you hold investments through us, you can notify us that you wish to cancel your membership. Closure of your account will not occur until all existing investments have been repaid and all funds have been withdrawn from your CapitalRise account or transferred to another Innovative Finance ISA provider if you hold an ISA account.

9.3 Subject to clause 9.2, we may end your membership rights to receive information about or participate in new investments at any time and for any reason, including but not limited to breach of these Terms and Conditions, applicable law, mis-use of the Website or account inactivity for a period of 12 months or more.

10. Conflicts of interest

10.1 CapitalRise provide the directors and own the Property Companies.

10.2 CapitalRise and associated companies will often provide pre-funding for an Investment Opportunity and CapitalRise is appointed as the Security Trustee of the security granted by the Property Companies to investors. The three founders of CapitalRise also make investments alongside investors in each project. CapitalRise has internal measures to manage any conflict of interest. These internal measures include:

- Maintaining a Conflicts of Interest Policy detailing how we must manage and monitor our internal conflicts; and
- Maintaining a comprehensive Conflicts of Interest Register, which details each conflict and notes how we are managing this conflict.

For further information on how we manage and monitor conflicts; a copy of our Conflicts of Interest Policy is available upon request.

10.3 We will control the exercise of security by the Property Company, acting in your interests as the Security Trustee.

10.4 We may charge fees or include a margin in our dealings with third parties, including the Borrowers, in accordance with our Conflicts of Interest Policy, which requires us to always pay due

attention to the interests of our members.

10.5 Conflicts that are specific to a particular Investment Opportunity shall be disclosed in the Investment Opportunity page.

11. Complaints and Compensation

11.1 We and the Custodian have established procedures in accordance with the FCA rules for the effective consideration of complaints. If you are a member of the CapitalRise Website, please contact us at customercare@capitalrise.com to request a copy of our complaint handling policy. We will refer complaints relating to the Custodian on your behalf.

11.2 If you are still unhappy with the outcome of a complaint, you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0800 023 4567 or email complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman Service by visiting their website on https://financial-ombudsman.org.uk/businesses-complaints/ordering-leaflet/leaflet.

11.3 If the bank with which your CapitalRise account is held becomes insolvent, this will not be our or the Custodian's responsibility. The maximum compensation available from the Financial Services Compensation Scheme **("FSCS")** in respect of money held in a bank account is £120,000.

11.4 If we or the Custodian become insolvent and you have a valid claim in respect of the regulated services we have provided to you at the time of our insolvency, you may be entitled to compensation from the FSCS, up to a maximum of £120,000. The bonds issued by the Property Companies are not regulated and the FSCS does not cover poor investment performance. For more information you can contact the FSCS in writing at 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN by telephone on 0800 678 1100, by email to enquiries@fscs.org.uk or by going to www.fscs.org.uk.

12. Liability and Limitation of Liability

12.1 You shall be liable to us and the Custodian for any loss or damage suffered by us as a result of any breach of these Terms and Conditions or the terms of any investment you make through us.

12.2 Neither we nor the Custodian shall be liable to you for any loss or damage which you may suffer as a result of being a member of the Website or using our respective services except where such loss or damage arises from our breach of these Terms and Conditions or was caused by our gross negligence, wilful default or fraud. We are not responsible for any breach of these Terms and Conditions arising from circumstances outside our reasonable control. CapitalRise's total liability to you in connection with these Terms and Conditions, your membership of the Website and your use of the services provided via the platform shall not exceed the amount of money you have invested giving rise to the liability.

12.3 Neither we, nor the Custodian shall be liable for loss of profits, sales, business, or revenue, loss of anticipated savings; loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

12.4 Nothing in these Terms and Conditions shall limit our liability for personal injury or death, fraud, nor any other liability, the exclusion or limitation of which is not permitted by applicable law

or regulation. To the extent permitted by law, we, and the Custodian exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

12.5 When we make forward-looking statements, we will base them on reasonable assumptions, but we shall not otherwise be responsible for the achievement of such statements where they are outside of our control.

13. Changes to our Terms and Conditions

13.1 We may need to update or amend these Terms and Conditions from time to time to comply with law or to meet changing business requirements. We may make such changes without your specific agreement where those updates are, in our reasonable opinion, of an immaterial and routine nature and may not always be able to give you advance notice of such updates or amendments but we will always post them on the Website so you can view them when you next log in. By continuing to use the CapitalRise service, you agree to be bound by the terms of any such updates and amendments. However, please note that any of the content on our site could be out of date at any given time and we are under no obligation to update it.

14. Intellectual Property

14.1 Subject to clause 14.3 below, as between you and us, we own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the platform.

14.2 If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

14.3 You shall retain ownership of all copyright in data you upload or submit to the Website. You grant us, and the Custodian a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner subject to the terms of our Privacy Policy.

15. General

15.1 These Terms and Conditions are governed by and to be construed in accordance with English law. In the event of any matter or dispute arising out of or in connection with these Terms and Conditions, all parties shall submit to the non-exclusive jurisdiction of the English courts.

15.2 If any of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall, so far as possible, continue in full force and effect.

15.3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.

15.4 In the event of our insolvency, the Custodian will continue to hold your money pending investment, but will not facilitate any new investments. The Custodian will notify you of changes to reporting requirements in such event.

15.5 In the event of us or the Custodian's insolvency, we shall attempt to find an alternative services provider to enable the Website to continue to function.

15.6 We, or the Custodian may arrange to pay and receive amounts owing to and from the Property Company to and from the Borrower directly (as this avoids unnecessary delays and costs associated with making multiple transfers). Receipt of such payments from the Borrower will discharge the obligation of the Property Company to you under the relevant Investment.

15.7 We, and the Custodian may exercise any of our respective rights or discharge our respective obligations under these Terms and Conditions in our own individual capacity or through any company or other legal entity which has all relevant legal authorisations, licences or permissions to discharge those functions. No person other than the parties shall be entitled to exercise rights under these Terms and Conditions, no other person shall have rights to enforce terms under the Contracts (Rights of Third Parties) Act 1999.

16. Contacting us

If you have any questions about these Terms and Conditions, or wish to contact any of the parties for any reason, you can do so in writing through us at: 33 Cavendish Square, London W1G 0PW, by telephone on: 0203 869 2620 or by email to: customercare@capitalrise.com.

Schedule - Fees and Charges

Borrower

Our typical Borrower fees are listed below. These fees are indicative of a conventional development project. They will vary based on the nature of the project and are also subject to change from time to time.

BORROWER FEE SCHEDULE

Arrangement fee	1% of the gross loan
Exit fee	1% of the gross loan
Interest margin	0.5% – 1% for senior loans and up to 2% for mezzanine loans
Default interest	5% above borrower's interest rate
Facility extension fee	Up to 1% of gross loan dependent on extension length

If the Borrower uses an intermediary such as a broker they will need to pay them a fee of typically 1% of the gross loan amount when the loan is drawn. We typically allow the borrower to draw down on the loan facility to fund this payment.

Investors

We do not charge a membership fee and there is no fee to invest. Below is a list of all fees that investors may incur.

INVESTOR FEE SCHEDULE

Arrangement fee	0%
Management fee	0%
Early exit fee (through Bulletin Board)	1.5%
Exit fee	0%
International bank transfer	£15

We may use 'pre-funders' to fund the loans to developers before they are refinanced by CapitalRise investors. We may be charged fees for this service.

Bank charges may be applicable on incoming investment payments. We will reflect any difference on the investment amount. Speak to your bank for more details about the charges that it applies.

Updated May 2026.