

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. CapitalRise® is a registered trademark of CapitalRise Finance Ltd, a limited company registered in England and Wales (No. 09571824) with its registered office at 7-9 Swallow St, London W1B 4DE.

1.3 The CapitalRise investment service is available to investors that become members through the Website. CapitalRise provides members with details of potential investments, such as bonds and shares issued by companies ("**Property Companies**") it sets up to acquire an interest in a real estate asset.

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

1.5 If you are eligible for membership, you can invest online and receive online investment reports.

1.6 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. Any interest earned on the balance of the client money account will be retained by the Custodian and is not payable to you.

1.7 The Property Company will use the investment proceeds to make a loan or re-finance an existing loan to a property developer, who will use the proceeds of such loan to either invest in or redevelop property, as set out on the Website in the Investment Opportunity page for that investment.

1.8 All loans to developers will be secured by a first or second charge over the development or investment property, granted by the developer in favour of the Property Company, as set out in the Investment Opportunity page for that investment. The security arrangements are set out in section 4 below.

1.9 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).

1.10 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.

1.11 We reserve the right to restrict access to some parts of our site to registered users and permitted investors.

1.12 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.

1.13 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.

1.14 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.

1.15 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 investment purposes for which it is designed.

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

2. Membership

2.1 We make details of investment opportunities available to all users of the Website, but only members are able to apply to invest or view investment offers in the Investment Opportunity page.

2.2 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.

2.3 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 you will not be able to invest. We may also suspend your membership at any time if we believe it is appropriate in order to comply with our legal obligations. For more details about how we use your information, please refer to the Privacy Policy.

2.4 Provided that we accept your application to become a member, you will then be able to view the

investment offers available through the Website.

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

2.6 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.

2.7 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 CapitalRise online account you will be responsible for their activity on the platform. Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into your CapitalRise online account is not you or we suspect illegal or fraudulent activity or unauthorised use.

2.8 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 under-subscribed or because of legal or regulatory matters. The allocation policy for each investment is based on a first-come-first-served basis, by reference to the time your CapitalRise account is funded.

3.3 All investments will be governed by the terms of the Bond Instrument or (for shares) Information Memorandum; the Property Company's articles of association; and these Terms and Conditions. To the extent that there are any inconsistencies between these documents, the provisions of the Bond Instrument/Information Memorandum shall prevail over the Property Company's Articles of Association, which shall prevail over these Terms and Conditions. We shall use all reasonable endeavours to ensure the information provided by us in the Investment Opportunity page is accurate and gives rise to enforceable rights against the Property Company and developer, where relevant.

3.4 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.

3.5 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 bonds instrument against the Property Company or enforce the provisions of loan agreement against the developer 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.

4.2 We will notify investors if there is a default under the investment instrument and convene an investor meeting to take instructions. At the investor meeting, the directors of the Property Company will provide information about the default and recommend a course of action to investors. (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 summarised 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 developer or the value of the property.

4.3 We may instruct third parties, such as solicitors, in order to pursue the debt. Our costs for taking action to exercise a charge of up to 10% of the amount we recover plus any third party costs will be payable by the developer 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 Developer default could result in a delay in you receiving investment returns. Your investment return in respect of any delay in payment to you will be set out in the Bond Instrument or Information Memorandum.

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. 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 or 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 If the fundraising target is met and the investment goes ahead, investments issued by the Property Company will be allocated to you, equal to the entire amount or a fraction of the amount of subscription which you requested. The allocation shall be paid from your CapitalRise account to the developer in accordance with clause and the corresponding investments will be registered in your name.

6.2 The funds raised through the investment issued by the Property Company will be used to make a loan to an underlying developer (the value of which will be equal to the fundraising target, minus platform fees and expenses, as set out in the schedule) who will typically use the loan to redevelop a property or to undertake new property investment. The specific details of how the loan funds will be used by each developer will be set out in the Investment Opportunity page relating to each investment opportunity.

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

6.4 Any of your subscription which is not allocated to investments will be returned to your Nominated Account. If you wish to request that the funds be returned to an account other than your Nominated Account, you must contact us by email to make the request and provide a reason why the payment cannot be made into your Nominated Account. Any alternative 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.

6.5 All returns due in connection with your investment(s) will be paid into your Nominated Account. Payments will generally be made after deduction of relevant tax. Regardless of whether the Custodian withholds tax, it is your responsibility to account for any taxes that may be payable to the appropriate authorities.

6.6 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. will value the property in respect of which security is held by reference to the valuation obtained at the point of sale to the developer.

7. Can investments be sold or transferred?

7.1 We provide you access to a Bulletin Board where you can post requests to buy or sell investments from other investors. Your ability to sell is dependent upon finding a buyer and so you should normally expect to hold your investments until the developer sells the underlying property and repays the loan to the Property Company. The Property Company will then distribute the

proceeds to you in accordance with the investment instruction.

7.2 We generally charge our fees to the Property Companies and the developers, although we charge fees to investors in respect of investment transfers pursuant to clause 8.3. No fee shall be charged for transfers upon death or incapacity of a member.

7.3 If you want to exit early you can sell your investments on the Bulletin Board. You will need to pay us a fee of 1.5% of the current value of the investment at the point of posting it on the Bulletin Board and the Custodian will deduct this from the payment made back to you.

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 post an investment on the Bulletin Board at any point up until one month before the estimated end date. If a loan your investment is within is late in repaying or is in default you will not be able to post your investment for sale.

8. Fees and charges

8.1 The Investment Opportunity page relating to the relevant Property Company will set out full details of the relevant fees, which are charged on an investment by investment basis, although generally, we will charge fees to the Property Company/developer.

8.2 We generally charge our fees to the Property Companies and the developers, although we charge fees to investors in respect of investment transfers pursuant to clause 8.3. No fee shall be charged for transfers upon death or incapacity of a member.

8.3 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.

8.4 CapitalRise will the Custodian for providing their respective services to you.

9. Terminating your membership

9.1 If you no longer want to be a member of the Website, provided you have no investments with us, you can let us know by email and we will end your membership straightaway. Termination will not affect the terms of any investment you have entered into.

9.2 If you hold investments through us, cancelling your membership will not affect the charges we will levy to the developer and/or the Property Company and we will continue to maintain your account in accordance with clauses 5 and 6.

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 We will generally be involved with the parties establishing the real estate trading companies you invest in and the real estate assets that they acquire, including potentially acquiring property from property developers and selling properties to the real estate trading company, and providing directors and other services to the real estate trading company.

10.2 We sometimes offer opportunities on the platform where individuals at CapitalRise have an interest in the development and this could result in a potential conflict between the interests of our associates and investors' interests. These internal measures include:

- maintaining a Conflicts of Interest Policy detailing how we must manage and monitor our;
- internal conflicts;
- prohibiting individuals with a relevant interest in an opportunity from sitting on the Credit; Committee and determining whether it is approved;
- prohibiting individuals with a relevant interest in an opportunity from making decisions on; opportunities while the loan is being managed or in the case of a default; 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 provide the directors for and control the exercise of security by the Property Company, acting in your interests.

10.4 We may charge fees or include a margin in our dealings with third parties in accordance with our Conflicts of Interest Policy (available on request), which requires us to always pay due attention to the interests of our members.

10.5 Conflicts that are specific to a particular investment 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. Please contact us to request a copy of our complaint handling policy. We will refer complaints relating to CapitalRise or 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.

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 £85,000.

11.4 If we or the Custodian become insolvent and owe you money 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 £85,000. 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 the 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. Our 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.

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 platform 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 developer directly (as this avoids unnecessary delays and costs associated with making multiple transfers). Receipt of such payments from the developer 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: 7-9 Swallow St, London W1B 4DE, by telephone on: 020 3869 2620 or by email to: info@capitalrise.com.

Schedule - Fees and Charges

Our typical developer 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.

DEVELOPER FEE SCHEDULE

Arrangement fee - Debt	Up to 1.0% of funds raised
Arrangement fee - Equity	Up to 1.5% of funds raised
External professional fees	Up to 1.5% per year
Exit fee	Up to 1.0% of funds raised
Interest margin	0-1.8% of the borrower's interest rate
Default interest	Up to 5% above borrower's interest rate
Extension fee	Up to 0.5% of funds raised

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

We do not charge investors fees to invest.

INVESTOR FEE SCHEDULE

Arrangement fee - Debt	0%
Arrangement fee - Equity	0%
Management fee	0%
Early exit fee	1.5%
Exit fee	0%
International payment charges	£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.

These fees are indicative of a typical project. They will vary based on the nature of the project and are also subject to change from time to time.

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.

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