

PROSPERA FINANCE

CAPITAL SOURCING EXPERTS

These terms and conditions (“Terms of Service”) govern the use of the finance broking service (“Service”) provided by Prospera Funding Limited T/A PROSPERA FINANCE (“we”, “us”, “our”) to any business registered with us (“you”, “your”).

In addition to the applicable terms, you should also read our Privacy Policy, which forms part of these terms by reference.

Prospera Funding Limited (trading as PROSPERA FINANCE) is incorporated in England & Wales with its registered office at 15 Hadley Ridge, Barnet, United Kingdom, EN5 5TE (company number 15698622) and registered with the Information Commissioner's Office (reference number ZB687927).

We are a finance broker, not a lender. We collect information from you for the purpose of passing it on to alternative Finance Providers (as defined below) to facilitate a conversation between you and any Finance Providers who might potentially provide financing to you, thus expanding your funding options. Before we share any information with Finance Providers, we will contact you to obtain your consent or provide you with a form to submit directly to the respective Finance Provider.

Limitations of what we offer

Our Service is intended solely for your business-related purposes. We do not provide financial counselling or financial advice. The Service is not intended as advice or to be relied upon by you in any way, including as the basis for making or not making any decision. You should obtain your own independent financial, accounting, tax, and/or legal advice concerning your activities in connection with the Service and any finance application and/or agreement. We cannot guarantee that our Service will be successful for

you, nor are we obliged to provide our Service to you. Our Service is based on information from third parties over which we have no control and may contain inaccuracies or errors. If you have not made us aware of your specific needs, it is your responsibility to ensure that any options presented through the Service meet your requirements.

Content and information provided as part of the Service may not be timely or correct and will change without notice, meaning it is for your general information and use only.

To support free usage of our Service, we expressly exclude liability for any inaccuracies, service failures, or errors to the fullest extent permitted by law. Accordingly, we cannot

provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information offered through the Service.

To the extent permitted by applicable law, we are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, reputation, profits, or other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from your use of the Service. You agree to defend, reimburse, or compensate us (known in legal terms as “indemnify”) and hold us, our third-party providers, our employees, or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your or your authorised persons’ breach of these terms, breach of any law, and/or use of our Service, products, and features.

Nothing in these terms shall operate to exclude liability for death or personal injury, fraud or fraudulent misrepresentation, or any liability that cannot be excluded or amended by law.

You use and download information from the Service at your own risk and should use software to detect and disinfect viruses in any information you use and download. The availability of third-party sites, links, services, or information via the Service does not constitute any recommendation, advice, endorsement, or publication by us, and we are not responsible for any such sites, links, services, or information provided by any third party. We reserve the right to change any aspect of the Service at any time without notice, to suspend access to the Service, or to end it.

Commissions that we may receive

While the Service is free of charge to you, we may receive a commission from Finance Providers or brokers for introductions we make to them. We have a conflict policy to detect and manage any potential conflicts that might arise. Usually, we receive payment directly from the Finance Providers or brokers based on the successful provision of finance. If you would like to know how much we will be paid by the Finance Provider, we will disclose this information to you on request.

Should you have any questions relating to the above, please feel free to contact us by phone or email listed on our website on the contact tab.

Your usage and responsibilities

By using the Service, you agree to notify us promptly of any changes in the details you have provided to us. You shall ensure that all information you provide to us is complete, true, up-to-date, and accurate in all respects. You are solely responsible, at

your own cost and expense, for creating backup copies and replacing any information you provide via the Service.

You agree that we and our lenders may carry out identity verification and credit checks on you and your owners or directors. You and your owners or directors acknowledge that credit reference agencies link together the records of you and anyone you have advised is a financial associate (e.g., someone with whom you have a joint credit account), including previous and subsequent names of parties to the account. Links between financial associates will remain on yours and their credit reference files until such time as you or your associate successfully files for a disassociation with the credit reference agencies. We and any Finance Provider may take into account information about your and your owners' or directors' financial associates in your or their credit reference.

You agree not to use the Service in a way that harms our reputation and to comply with all applicable international and domestic laws, rules, and regulations. These may include requirements set out by governments, regulators, payment systems, or other third parties. In particular (but without limitation), you must comply with all relevant money laundering, bribery, data protection, and consumer rights legislation.

We will make reasonable efforts to provide support for the Service during office hours by email at support@prosperafinance.co.uk or by telephone.

Our intellectual property

Our Service and websites and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by us. You recognise that unless otherwise stated in writing, we do not grant you any intellectual property rights in relation to the Service. Intellectual property rights mean rights such as copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind, whether or not they are registered or unregistered (anywhere in the world).

In addition, the Service contains material owned by us or our licensors, including but not limited to source code, algorithms, databases, copy, and graphics, and you recognise that unless otherwise stated in writing, we do not grant you any rights to these. You may only link to the homepage of the Service. You must not display, frame, or otherwise surround the contents or any page from the Service, or allow such content or page to be displayed, framed, or otherwise surrounded, with material not originating from us without our prior written consent.

You will not acquire any proprietary rights (including database rights) to any information provided via the Service.

We grant you a non-exclusive, non-transferable right, without the right to grant

sublicenses, to use the Service during the term of these terms solely for your internal business operations. We reserve all of our rights in any intellectual property in connection with these terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

Any feedback, user reviews, comments, and suggestions you may provide for improvements to the Service ("Feedback"), whether provided directly to us or on user review websites such as TrustPilot, is given entirely voluntarily and we will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as we see fit, entirely without obligation or restriction of any kind. For example, we may use your user reviews provided on TrustPilot in our marketing material without obtaining further consent from you. Feedback includes, without limitation, feedback you provide to us in response to any surveys that we conduct, through any available technology, about your experience.

By using our Services to provide data to us, you agree to grant us an irrevocable, royalty- free, sublicensable, transferable, perpetual license to use, copy, reformat, translate, excerpt (in whole or in part), and distribute these data for any purpose on or in connection with the Service, to prepare derivative works of, or incorporate into other works. We may share this information with other third parties who assist us in providing the Service. In such circumstances, any data used will be anonymous and will not identify you as the source unless we receive your permission to do so. If you choose to remove your data, this license will expire, provided that you acknowledge (a) we may retain archived copies and (b) we are required to maintain records that are relevant to demonstrating our compliance with the Regulations for no less than five years from the date on which the records were created.

You will not use the Service to:

- collect any information of other users from the Service for the purpose of sending unsolicited
- communications outside the Service;
- create a database of information obtained from this Service other than for your own records;
- transfer any information from the Service to any third party except where expressly permitted by us;
- use automated scripts to collect information from or otherwise interact with the Service;
- use the Service in any unlawful manner or in any manner that could harm the Service or the servers on which it is hosted;

- register any person or entity on, or otherwise use, the Service without that person or entity's prior written authorisation;
- impersonate any person or entity, create a false identity in relation to the Service, or falsely state or otherwise mislead or deceive us;
- remove any copyright or trademark notice(s) from any material on or obtained via the Service.

Data Protection

We take data protection very seriously and we are committed to taking care of your business data. Prospera Funding will process your personal data in accordance with the provisions of our Privacy Policy.

As part of providing our Service to you, we share data provided by you with our panel of approved Lenders and/or brokers, and those Lenders and/or brokers will share back to us information about your application such as its current status, outcome, and potential credit limit. Please be informed that our panel of Lenders and brokers are independent data controllers who will be processing your personal data separately from Prospera Funding and in accordance with their own data protection practices.

Client money

For the avoidance of doubt, Prospera Funding does not hold or in any way handle any client monies whatsoever.

Complaints

If you are not happy with our service, we would like to hear about it so that we can put it right.

How to make a complaint:

- You can call and speak to one of our team who would be happy to note and escalate these concerns internally. Our team is available from 09:00 to 18:30, Monday to Saturday, and 09:00 to 14:30 on Sunday, excluding UK public and bank holidays.

- You can also email us at support@prosperafinance.co.uk - this will then be handled by one of the team and escalated internally. We will respond within three working days confirming receipt.

Our complaints procedure sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting us.

What happens next?

Once this has been raised internally, we aim to respond to your complaint within eight weeks of receipt.

Amendments and Termination

We will generally give you at least one (1) month's prior notice of any changes to these terms. In some cases, we may not notify you in advance of a change being made, for example:

- if the change benefits you (e.g., we introduce new features that improve our Service);
- if we make a change to comply with law, rule, regulation or related guidance and we're not reasonably able to provide advance notice; or
- if there are minor changes to the Service or the way the service operates that do not affect its quality, the functions, or your rights under these terms.

Unless you've told us otherwise before any change takes place, we'll assume that you've accepted the change. If you do tell us that you do not accept any change, your notification will be deemed to be a notice that you wish to terminate these terms and the use of the Service on the date upon which the changes are due to take effect (or any other date that you request in advance of the changes taking effect).

These terms will remain in place indefinitely until terminated by you or us. You may terminate your use of the Service and these terms at any time by contacting us at support@prosperafinance.co.uk.

We may terminate these terms by giving you at least one (1) month's prior written notice. We may immediately terminate these terms where we have reason to believe that any of the following happened:

- you have been suspended for a period of 90 days and you have failed to remediate the cause for suspension;
- you seriously or repeatedly broke these terms;
- we reasonably think that you might put us in breach of law or regulation;
- we discover that any of the information you've provided is false or misleading;
- you stop meeting our eligibility criteria;
- you have infringed on our or any third party's intellectual property; or
- you are subject to bankruptcy, insolvency, winding up, or other similar event.

The termination of these terms will not affect your or our accrued rights arising herein.

Other terms

We may send any notices to you by email to the address provided when you signed up for the Service, or otherwise as updated by you through the Service. You agree that we may send you notices via email or via alerts within the Service.

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain enforceable. Failure to exercise or enforce rights or provisions shall not constitute a waiver.

Your use of the Service is subject to English law, and we both agree to submit to the jurisdiction of the English courts to settle any dispute that might arise.

These Terms of Service were last updated on 17 July 2026.