

FUNDING SOUQ

LENDER TERMS AND CONDITIONS

These Lender Terms and Conditions (“**Lender Terms**”) govern the relationship between Funding Souq Limited (“**Funding Souq**”, “**we**”, “**us**”, or “**our**”) and you (“**Lender**”, “**you**” or “**your**”). Funding Souq is a digital lending platform that connects established businesses with Lender (i.e. lenders). The platform uses technology to connect both parties through the principle of crowdfunding i.e. raising small amounts of funds from several parties.

These Lender Terms apply each time you access and make use of the services offered via the Funding Souq Platform and will apply each time you make a loan. These Lender Terms may be updated from time to time so you should check the Funding Souq Platform for updates each time you make a loan via the Funding Souq Platform.

These Lender Terms should be read alongside, and are in addition to our General Terms of Use and our Privacy Policy (both accessible on the Funding Souq Platform), as well as the terms of any Finance Contract you enter into when a loan is made by you via the Funding Souq Platform. You should read each of these documents carefully to ensure that you understand and agree to be bound by them.

In the event of a conflict between these Lender Terms and our General Terms of Use and Privacy Policy, these Lender Terms shall take priority.

By registering as a Lender on the Funding Souq Platform, you agree to be bound by these Lender Terms. You agree to access and use the Funding Souq Platform for the purposes of lending to Borrowers as contemplated by, and in accordance with these Lender Terms. If you do not wish to be bound by these Lender Terms, you should not proceed to register as a Lender, or continue to access and use the Funding Souq Platform for any purpose.

1. Definitions used in these Lender Terms

Borrower	means a borrower under a Finance Contract or, as applicable, a person who is applying for borrowing through the Funding Souq Platform.
DFSA	means the Dubai Financial Services Authority.
DIFC	means the Dubai International Financial Centre.
Funding Souq Ltd.	means a company incorporated in the DIFC and regulated by the DFSA under licence no. F005822 to operate a loan crowdfunding platform.
Funding Souq Platform	means the online direct lending marketplace platform operated by Funding Souq that facilitates lending and borrowing between Lenders and Borrowers.
Lender	a person who has an Lender Account on the Funding Souq Platform, including those who lend under a Finance Contract.

Lender Account	means the client money account which shall receive the Lender's funds.
KYC	means know-your-customer assessments undertaken by Funding Souq to confirm the identity of a Lender and/or Borrower.
Permissions	means any and all necessary and appropriate permits, licenses, authorities, approvals, and waivers as may be required to enter into a loan via the Funding Souq Platform.
UIN	means the unique Lender number allocated to the Lender upon their successful registration on the Funding Souq Platform.
Website	means www.fundingsouq.com and any other mobile application where you can access the same.

2. Funding Souq Services

- 2.1 These Lender Terms form the basis of our relationship with you as the Lender. Your ability to access and use the Funding Souq Platform is subject to you meeting minimum eligibility criteria and completing certain KYC requirements. Funding Souq reserves the right to refuse, in its absolute and sole discretion, access to any Lender who does not meet these requirements and/or is in breach of these Lender Terms.
- 2.2 The Funding Souq Platform matches Lenders with prospective Borrowers. As part of this service offering, Funding Souq assesses the creditworthiness of Borrowers; prepares a Finance Contract to be entered into between a Lender and Borrower; coordinates the collection and distribution of payments and funds between an Investor and Borrower; and enforces any other rights that an Investor and/or Funding Souq may have under a Finance Contract.
- 2.3 As a Lender, you hereby acknowledge and agree that Funding Souq will be signatory to the said Finance Contract on your behalf, as an agent. Pursuant to the execution of this contractual document, you will be bound by Finance Conditions between Lenders and Borrowers, as set forth therein. You will be agreeing to be bound by the finance conditions, every time an offer to extend loan to any Borrower is made through the Platform from your account.
- 2.4 The Lender agrees that Funding Souq is authorised to act on behalf of the Lender as agent in relation to the Loan and is expressly authorised to execute the Finance Contract on behalf of the Lenders. Further, the Funding Souq may exercise and enforce the rights and powers of the Lender under the Finance Contract on their behalf and that it may also take the benefit of and specifically enforce each express term of the Finance Contract and any term implied under it which are for the benefit of the Lender and Funding Souq. For the avoidance of doubt, Funding Souq will not, however, be under any obligation to perform any obligations of the Lender under the Finance Contract.
- 2.5 In connection with the provision of the Funding Souq services, we collect business, financial and personal information from a Borrower and from third parties when a Borrower applies for a Loan, but we cannot guarantee its accuracy. Funding Souq uses this information to allocate a

risk band classification to each potential Borrower based on their business application and results of an external credit rating agency report. Funding Souq accepts no responsibility or liability for the inaccuracy of such information. The Lender is encouraged to conduct its own independent financial due diligence and assessment on a proposed Borrower before entering into any Finance Contract with said Borrower.

- 2.6 No information, activity or process undertaken, or outcome reached, in connection with the provision of Funding Souq services is intended to constitute or be construed as advice, recommendations or guarantee by Funding Souq as to the creditworthiness of any Borrower, the amount of payments you might receive, or the likelihood of payment defaults that may occur, in relation to any Loan.
- 2.7 The Lender represents and warrants that all information provided to Funding Souq, including disclosed details during the Lender registration process, is complete, clear, true, and accurate. Further, the Lender is fully aware and acknowledges that fraud, including false misrepresentation, is a crime and a felony charge under UAE Federal Law No. 03 of 1987, with potential penalties ranging from suspended sentences and probation and fines to custodial sentences.

3. Registering as a Lender

- 3.1 To become a Lender on the Funding Souq Platform, you must either be: (i) an individual); or (ii) a business (this can be a professional licensee / sole trader /a limited liability company /free zone company / partnership / public body).
- 3.2 The minimum documentary requirements and eligibility criteria to become an Lender are as follows:

3.2.1 Investing as an individual

The individual must:

- (a) be at least 18 years old;
- (b) complete the registration form found on the Website to the satisfaction of Funding Souq;
- (c) provide a certified copy of your passport or other photographic ID;
- (d) provide evidence of your permanent residence address; and
- (e) provide any tax related information requested by Funding Souq, which it is required to obtain from its clients in accordance with applicable laws.

3.2.2 Acting as a representative of a business

The business must:

- (a) provide a copy of its valid company registration certificate or trade license issued by the appropriate licensing authority;

- (b) provide evidence that the representative has the full capacity and authority to bind the business;
- (c) complete the registration form found on the Website to the satisfaction of Funding Souq;
- (d) provide evidence of the company's permanent business location/address; and
- (e) provide any tax related information requested by Funding Souq, which it is required to obtain from its clients in accordance with applicable laws.

3.2.3 Acting as a representative of a public body

The public body must:

- (a) provide documentary evidence that the public body is valid, existing, and has been established in accordance with any applicable laws; and
- (b) provide evidence that the representative has the full capacity and authority to bind the public body.

3.3 All Lenders must hold an existing valid UAE or international bank account with a valid IBAN or equivalent number.

3.4 Funding Souq will conduct KYC assessments on all Lender applicants, including but not limited to identity verification, anti-money laundering, and fraud checks. In addition, Funding Souq may require certified copies of documents listed above, or any additional document as requested by its compliance department, as part of its KYC procedures and other similar checks under applicable laws and regulations.

3.5 Failure to produce, comply, and/or submit such information as may be required, will automatically disqualify the applicant from becoming a Lender on the Funding Souq Platform.

3.6 Funding Souq reserves the right to change the Lender eligibility criteria from time to time.

3.7 The Lender is responsible for notifying Funding Souq if any information provided to us changes. Such updates should be notified to Funding Souq as soon as reasonably possible.

4. Becoming a Lender and transferring funds

4.1 Applicants will be notified by email on the status of their Lender application once the relevant KYC assessments and verification of personal details and submitted documents have been finalised. Funding Souq's decisions on all Lender applications are final.

4.2 Lender applicants will be notified of the status of their application once assessment and verification of personal/borrower details and submitted documents have been finalised.

4.3 Upon completion of the approval process, approved Lenders will be notified of the funding amount they are eligible for. The Lenders will then be prompted to proceed to the next stage.

4.4 The Funding Souq may reject applications as it sees fit and in accordance with the applicable rules and regulations and is under no obligation to communicate the reasons behind any such decision. The Funding Souq's decisions are final.

5. Professional and Retail Classification

5.1 In accordance with the DFSA rules, Funding Souq must classify Lenders as either Retail or Professional Lenders. The classification may limit the amount of funds the Lender can transfer to Funding Souq in any one calendar year, as well as the amount the Lender can allocate per Finance Contract.

5.2 *Retail Lender* – By default, we will classify you as a Retail Lender. In accordance with the DFSA rules, a Retail Lender may only transfer up to AED 180,000 into the Lender Account each calendar year and up to AED 18,000 per business.

5.3 *Professional Lender* - For Lenders who wish to be classified as Professional Lenders, thus removing the limits set for Retail Lenders, kindly contact Funding Souq for the necessary additional requirements to be eligible.

5.4 *Assessed Professional Client* – All those Lenders, who wish to be classified as Professional Lenders are obliged to request for such classification to Funding Souq in writing. Funding Souq evaluates such requests against the criteria prescribed by the DFSA rules for Assessed Professional Clients. For being an Assessed Professional Lender, individuals are assessed if they have net assets of at least USD1 million, excluding the value of their primary residence and have sufficient experience and understanding of relevant financial markets, products or transactions and any associated risks. For corporate entities to be classified as Assessed Professional Lenders, at minimum, they are evaluated if they have own funds or called up capital of at least USD 1 million and the officers representing the corporate Lender or the authorised signatory(ies) have sufficient knowledge, experience and understanding of the financial markets and associated risks. Also, if they are familiar with the dynamics of crowdfunding platforms in general and loan crowdfunding platform in particular. Funding Souq may request the Lender for requisite documents for this assessment and the Lender will be obliged to provide the same.

5.5 Funding Souq will conduct periodic re-evaluations of those Lenders classified as Professional Lenders to assess whether said classification is still fit for purpose.

5.6 The Professional Lender may request Funding Souq in writing, to be re-classified as a Retail Client.

6. Lender Account and protection of your funds

6.1 All funds received in your Lender Account are held in a segregated custodian account with Emirates NBD (a company regulated by the Central Bank of the UAE). All Lender monies are held in one client monies account and are therefore co-mingled. Your Lender Account does not accrue any interest or profit.

6.2 You are subject to the protection conferred by the DFSA's Client Money provisions and as a consequence:

- 6.2.1 funds held in your Lender Account will be held separate from monies belonging to Funding Souq; and
 - 6.2.2 in the event of Funding Souq's insolvency, winding up or other distribution event stipulated by the DFSA, the funds held in the Lender Account will be subject to the DFSA's Client Money Distribution Rules.
- 6.3 As a DFSA regulated entity, Funding Souq must have a contingency plan and manual in place which is reviewed at least annually, to cover the unlikely event that it ceases business. Being regulated, Funding Souq has a ring fenced minimum capital commitment which would be utilised if the business were to cease trading. All Finance Contracts are directly entered into between Lenders and Borrowers. Therefore, any Finance Contract you enter into with a Borrower will survive Funding Souq's cessation.
- 6.4 Please be advised that Funding Souq may deduct all applicable fees from the balance of funds held in your Lender Account from time to time. Suspension and access limitations on your Lender Account may be imposed at any time, as deemed appropriate to comply with Funding Souq's legal or regulatory obligations, including but not limited to the following:
- 6.4.1 periods wherein the gathering of additional Lender identification documentation is necessary; and
 - 6.4.2 the Lender's country of residence changes to a jurisdiction outside of which Funding Souq is doing business.
- 6.5 Withdrawal of funds from your Lender Account is allowed after 90 days from the deposit date. This is to satisfy our anti money laundering procedures. Any and all related bank charges must be paid in full and shall be deducted from the Borrowers' repayment.
- 6.6 Should you decide to withdraw any funds from your Lender Account, you can perform this action by clicking on the 'withdraw' button on the Funding Souq Platform. We will receive a notification and will process your request accordingly. Once your request is processed, we will instruct a bank transfer to your registered bank account details.
- 6.7 Withdrawal of funds from your Lender Account will be permitted for any funds in excess of the aggregate total value of financings made and offers to live Finance Contracts. Repayment of funds to you shall be made through the your designated UAE or international bank account with a valid IBAN number (or foreign equivalent).
- 7. Investing and Finance Contracts**
- 7.1 To finance a Borrower, the Lender is provided with an Automatic Investing functionality offered by Funding Souq on its Platform.
- 7.2 Automatic Investing Functionality (Auto Investing):
- 7.2.1 Auto Investing means, a functionality offered to the Lender (and other Lenders in general), whereby the Lender grants permission to the system for automatic submission of Finance Offers for financing Funding Request(s) published on the

Funding Souq Platform. Pursuant to this consent, the system distributes total available amount in the Lender Account, across the portfolio of borrowers, aimed at tactical and strategic allocation of funds across diversified businesses, to achieve risk-adjusted optimal return on investment. This allocation of funds may be subject to preferential allocation permitted for professional clients.

- 7.2.2 Auto Investing functionality will be activated once the Lender is registered on the FSL Platform. Registration process contains electronic consent by the Lender, for the same. However, if the Lender does not wish to utilise the Auto Investing functionality, a written request for deactivating this functionality is required to be sent to Funding Souq by the Lender. If any funds by the Lender have already been disbursed as a loan facility at the time of deactivation request, Auto Investing functionality will be deactivated after repayment of each loan facility in Lender's loan portfolio is fully paid by the respective Borrower.
- 7.2.3 The Lender acknowledges and agrees that any such allocation shall not be disputed and Funding Souq shall not be held responsible for any loss resulting from the allocation of Lender funds using Auto Investing tool. Auto Investing tool may not assess all or any particular circumstances pertaining to the Lender. Consequently, no assessment is made that any loan selected through Auto Investing is suitable for the Lender.
- 7.2.4 Auto Investing facility is available to all the Lenders registered on Funding Souq platform. Auto Investing tool aims to decrease the investment risk through diversification and enables speedy access to Funding Requests. Moreover, some Lenders, who are categorised as Professional Clients under the DFSA rules, will qualify for the preferential investing allocation through Auto Investing as compared to Retail clients.
- 7.2.5 The Finance Offers, submitted through Auto Investing shall be irrevocable and shall not be subject to modification.
- 7.2.6 The Finance Offers, submitted through Auto Investing, shall be valid until the expiry of the Loan period.
- 7.2.7 When Finance Offers are committed through Auto Investing, the funds intended for Funding Requests shall be reserved in and/or debited from the Lender Account automatically.
- 7.2.8 The use of Auto Investing enables Finance Offers to be formed and submitted automatically immediately upon the publication of the Funding Request on the Funding Souq Platform.
- 7.2.9 The use of Auto Investing by Lender shall be construed as if the Lender would, through their own actions, be separately submitting an individual Finance Offer for the Funding Request of their choice, which has been published on the Funding Souq Platform.

- 7.2.10 Funding Souq does not under any circumstances undertake to maintain uninterrupted operation of Auto Investing functionality on the Funding Souq Platform and shall not be liable for any malfunctions of the Auto Investing functionality.
- 7.3 All Finance Offers made by Lenders to Borrowers are final and binding unless:
- 7.3.1 the Borrower declines the aggregated Finance Offers submitted by various Lenders;
 - 7.3.2 the relevant Funding Request period expires with insufficient Finance Offers to meet the required amount requested in the Funding Request;
 - 7.3.3 Funding Souq withdraws a Funding Request due to a violation of any applicable terms, laws or regulation; and
 - 7.3.4 Funding Souq retains the right to withdraw Finance Offers and/or Funding Requests on the Funding Souq Platform at any time without prior notice and explanation.
- 7.4 Once a fully funded Funding Request is achieved, the Borrower can either accept the aggregate Finance Offers or if they are not accepted within three (3) business days thereafter, let them lapse. If the Borrower lets the Finance Offers to lapse, the Finance Offers shall be deemed unsuccessful and the relevant funds returned to the relevant Lender Account.
- 7.5 If the Funding Request is accepted by the Borrower, Funding Souq will execute the Finance Contract on behalf of the Lender as their Investment Agent for the amount of the Finance Offer. The Finance Contract is a separate legal agreement comprising loan terms and conditions which sets out lending/investing relationship between the Lender and a Borrower.
- 7.6 The Finance Contract is entered into between the Lender, Funding Souq, a Borrower and in some circumstances, a guarantor for the Borrower. The Lender agrees and authorises Funding Souq to execute the Finance Contract on behalf of the Lender, in its capacity as an agent. Funding Souq has certain rights under the Finance Contract to enable us to fulfil our role properly. If there is any conflict between these Lender Terms and the Finance Contract, the terms of the Finance Contract will prevail.

8. Borrower Default

8.1 Advance Notice of Foreseeable Default by the Borrower:

- 8.1.1 The Borrower is obliged to inform Funding Souq immediately, if at any time the Borrower believes or foresees that it is, or may not be in a financial position to fulfil its repayment obligations on any due date.
- 8.1.2 On receipt of such notification from the Borrower, Funding Souq will immediately consult the Borrower and try to mitigate the risk of possible non-repayment within the following 5 working days, either by re-scheduling repayments, evaluating possibility of re-payment by the Guarantor or any other appropriate action as deemed appropriate in the given circumstances.

- 8.1.3 If the Borrower fails to make the requisite payment within 5 working days from the due date, the Lender will be notified of the late payment along with the actions taken by Funding Souq as an attempt to recover the overdue amount and the future course of action.

8.2 Overdue Repayments:

Funding Souq will continue making appropriate efforts for the full recovery, partial repayment or rescheduling the overdue amount for a period not exceeding 90 days from the due date of the overdue repayments.

8.3 Borrower's Default:

- 8.3.1 If the Borrower misses or fails to pay or does not make a full monthly instalment when due and payable under the respective Finance Contract, Funding Souq (its staff or through an agent acting on its behalf) will contact the Borrower, either by telephone or by visiting the premises of the same, within twenty-four (24) hours of non-payment and request for an immediate repayment along with explanation for the payment default.
- 8.3.2 If the Borrower fails to make an immediate repayment, Funding Souq shall attempt to collect the payment again on the next business day for consecutive 5 days till the repayment is made by the Borrower.
- 8.3.3 Funding Souq will inform the Lenders of delay in payment by the Borrower if it fails to make payment within 5 working days from the due date. At this stage, the Borrower's account and the relevant Finance Contract will be treated as an overdue account.
- 8.3.4 Funding Souq is entitled to charge the Borrower any applicable administrative fees or costs incurred by it in this process.
- 8.3.5 If reattempts of Funding Souq to collect the funds fails and ninety (90) business days after the date payment was originally due are lapsed, Funding Souq will send the final pre-default email notice to the Borrower.
- 8.3.6 In the event that the Borrower fails to respond to the pre-default notice within twenty-four (24) hours, immediately thereafter, Funding Souq will send a default declaration email notification to the Borrower.
- 8.3.7 Funding Souq suspects that the Borrower has left the country or has attempted to defraud the Lenders, the Borrower's account and the relevant Finance Contract will be treated as a Default account, even before the pre-default or default notifications to the Borrower.
- 8.3.8 Funding Souq will inform the Lenders of the Borrower's Default as soon as practically possible.

8.3.9 After the Borrower is declared defaulted, Funding Souq will file a Police Report against the Borrower, whereby the authorised individual of the Borrower will be bound by a travel ban.

8.3.10 At this stage, Funding Souq may decide to appoint a recovery agent.

9. Collection Agent Appointment

9.1 Funding Souq retains the right to appoint an appropriately licensed recovery, security, or debt collection agent ("Collections Agency") on behalf of the Lender to recover any monies owed. The Lender authorises Funding Souq to conduct and/or settle all negotiations in connection with the Finance Contract or to appoint the Collections Agency to collect the outstanding amount from the Borrower on the Lender's behalf and provide all reasonable assistance and full cooperation in this regard. Any fees that the Collections Agency charges will be included in the finance amounts due and payable by the Borrower.

9.2 The Collections Agency may deduct a substantial percentage as agreed with Funding Souq, of the amount it may recover from the Borrower, with the remaining proceeds to be distributed to the Lenders, proportionate to the amount each Lender lent to the Borrower.

9.3 If a Collections Agency is unable to collect the outstanding funds, Funding Souq has the right to assign the Finance Contract, on behalf of the Lenders, to itself or a third party who may seek recovery of the outstanding amounts through legal means. If such further action is necessary, it is likely that significant costs will be incurred which will be passed on to the Borrower in Default.

9.4 The Borrower agrees to fully indemnify Funding Souq for any and all costs, expenses, losses and any other liability (including, but not limited to, any damages) incurred in connection with, or arising out of, the Borrower's failure to comply with the Borrower Terms and/or any Default.

9.5 Notwithstanding the above, the Lender may decide to pursue the collection on his/her own and will be required to notify Funding Souq immediately, of such intention in writing. Thereupon, Funding Souq shall provide the relevant contact details of the Borrower to enable the Lender in pursuing the claim directly and exercise and enforce its rights under the Finance Contract.

9.6 Funding Souq reserves the right to file any legal proceedings, at any point, if deemed necessary to protect the interests of the Lenders and recover any amount outstanding. However, Funding Souq will obtain the Lender's prior written approval before initiating legal proceedings (including acceptance of the risk of any adverse costs order that the Lender may be liable for). It also reserves its right to enforce the guarantees provided by the Borrower via the courts of United Arab Emirates. All fees and costs incurred in such legal proceedings will be claimed from the Borrower.

9.7 The Lender acknowledges and agrees that commencing court proceedings will be an action of last resort, as there are inherent risks in litigation and the outcome can never be guaranteed. Therefore, Funding Souq does not guarantee that any such action will be successful.

10. Liability Exclusion

- 10.1 Funding Souq provides no warranty and make no representation as to the ability of Borrowers to meet their payment obligations under any Finance Contract and we are in no way liable for the debts of Borrowers or any failure by them to meet their financial obligations.
- 10.2 You acknowledge and agree that you are making Finance Offers and entering into Finance Contracts via the Funding Souq Platform entirely at your own risk.
- 10.3 Calculations provided on the Website relating to financing rate of return are strictly for guidance purposes only and should in no way be construed as guaranteeing the actual return rate.
- 10.4 Where any form of guarantee in support of a financing on the Lender's behalf has been provided, the Lender accepts that the guarantee's enforceability shall be subject to normal legal risks and limitations.
- 10.5 A Lender cannot be a Borrower at the same time on the Funding Souq Platform. Funding Souq retains the right to grant specific exceptions to this rule but shall in no circumstances be obliged to do so.

11. Indemnity

To the extent permitted by law and except to the extent attributable to the intentional or negligent acts or omissions of Funding Souq, you shall indemnify and hold Funding Souq, its affiliates, officers and agents harmless from and against any and all actions, claims, judgments, losses, costs, expenses, fines and/or damages, for or arising out of any breach by you of these terms or any Finance Contract and/or failure to comply with any applicable laws and regulations and/or any third-party claims arising out of the same. The provisions contained in this clause shall survive the termination or expiry of these Lender Terms.

12. Complaints

- 12.1 If you are dissatisfied with Funding Souq's service, we urge you to email our Compliance department at compliance@fundingsouq.com. Within seven (7) days of receipt of your complaint, we will (a) acknowledge your complaint promptly in writing; (b) provide you with: (i) the contact details of any individual responsible for handling your complaint; (ii) key particulars of our complaints handling procedures; and (iii) a statement that a copy of the procedures is available free of charge upon request.
- 12.2 Our team will investigate the matter with the aim of understanding whether we have acted fairly and within our contractual obligations. Upon conclusion of our investigation into your complaint, we will: (a) advise you in writing of the resolution of your complaint; (b) provide you with clear terms of redress, if applicable; and (c) comply with the terms of redress if accepted by you.
- 12.3 Upon concluding the investigation, a final written response will be provided. In case you don't feel that your complaint has been resolved, you may then contact the DFSA. The DFSA is the independent regulator of all financial services conducted within the DIFC. Contact the DFSA:

Dubai Financial Service Authority

PO Box 75850,

Dubai, UAE

Level 13, West Wing, The Gate, DIFC

Phone: +971 (0)4 559 2108

Complaints Portal: <https://www.dfsa.ae/en/MediaRelease/Complaints>

Further information can also be found at www.dfsa.ae

13. General Terms

- 13.1 The laws of the DIFC shall govern these Lender Terms and any non-contractual obligations arising out of or in connection with them. The Lender irrevocably submits to the exclusive jurisdiction of the Courts of the DIFC over any claim or matter arising under or in connection with these Lender Terms.
- 13.2 The information provided on the Website is:
- 13.2.1 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 laws, policies, and/or regulations; and
 - 13.2.2 directed solely at and is for use exclusively by persons and companies/organisations that have passed the screening process for Lenders.
- 13.3 Funding Souq has the right to suspend the Lender Account if it suspects or has reason to believe that the Lender has:
- 13.3.1 violated Funding Souq's Privacy Policy or breached any of these Lender Terms; and/or
 - 13.3.2 attempted to use the Website for any purpose other than as intended.
- 13.4 Funding Souq discourages Lenders from using borrowed funds to lend/invest on the platform as this activity creates greater risk. The use of a credit card to deposit funds will not be permitted.
- 13.5 If any clause or part of these Lender Terms is found to be void, unenforceable or invalid, then it will be severed from the Lender Terms. However, the remainder of the terms shall remain in full force and effect, provided that the severance has not altered the basic nature of the Lender Terms.
- 13.6 Funding Souq may:
- 13.6.1 perform or delegate any of its obligations and exercise any of the rights granted to it herein, through a third party; and
 - 13.6.2 assign any or all of its rights and obligations herein to any third party.

- 13.7 Funding Souq's single or partial exercise, or failure or delay in exercising any right, power, or remedy shall not constitute a waiver of its rights. Similarly, it will not impair or preclude any further exercise of, that or any right, power, or remedy arising under these Lender Terms or otherwise.
- 13.8 These Lender Terms and the documents referred to herein constitute the entire agreement between the Lender and Funding Souq with respect to the use of the Funding Souq Platform and Website and shall supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) between the parties.
- 13.9 All disclaimers, indemnities, and exclusions herein shall survive termination or expiry of these Lender Terms.