

# Terms of Service

These Terms govern your use of the services provided by Managed Capital Finance, a credit profiling and data analysis company registered in England and Wales with its principal office in the City of London. By using our services or accessing our website, you agree to comply with these Terms. If you do not agree, you must not use our services.

## 1. Scope of Services

- 1.1 We provide credit profiling, financial analytics, data interpretation, fraud prevention, and related advisory services (“the Services”).
- 1.2 The Services may be subject to specific written agreements in which case those terms shall take precedence in the event of any conflict.
- 1.3 We reserve the right to modify, suspend or withdraw any Service where necessary for operational, legal, or regulatory reasons.

## 2. User Responsibilities

2.1 You must ensure that all information or data you provide to us is:

- Accurate and complete;
- Supplied lawfully and with the necessary authority or consent; and
- Not misleading, fraudulent, or in breach of any third-party rights.

2.2 You must not:

- Use our Services for any unlawful purpose;
- Attempt to gain unauthorised access to our systems or data;
- Upload or transmit viruses, malicious code, or other harmful materials; or
- Use our outputs or reports for deceptive, unethical, or illegal purposes.

## 3. Data Protection and Privacy

- 3.1 We process all data in accordance with the **Data Protection Act 2018**.
- 3.2 Our **Privacy Policy** sets out how we collect, use, and protect personal data. By using our Services, you confirm that you have read and understood the Privacy Policy.
- 3.3 When providing us with third-party data, you confirm that you have obtained all necessary permissions or legal bases to do so.

# Terms of Service

3.4 You must not use our Services to process personal data in a way that breaches any applicable data protection laws.

## 4. Intellectual Property

4.1 All intellectual property rights in our Services, reports, software, analytics tools, and website content remain owned by or licensed to Managed Capital Finance.

4.2 You are granted a limited, non-exclusive, non-transferable licence to use our reports or outputs solely for lawful internal business or personal purposes.

4.3 You must not:

- Reproduce, distribute or commercially exploit our content without written consent.
- Modify or reverse engineer our software or analytics tools or
- Remove any copyright or proprietary notices from our materials.

## 5. Accuracy and Use of Information

5.1 The information and analysis we provide are derived from data obtained from various sources including third parties.

5.2 While we take reasonable care to ensure accuracy, we do not guarantee that any report, analysis, or score is complete, current or error-free.

5.3 Our reports are intended for informational purposes only and should not be relied upon as the sole basis for financial or business decisions.

5.4 You remain responsible for carrying out your own due diligence and independent assessment.

## 6. Limitation of Liability

6.1 To the fullest extent permitted by law, we are not liable for:

- Any indirect, consequential, or economic losses (including loss of profits, business, or goodwill) or
- Any reliance placed on our information, analysis, or data outputs.

6.2 Our total liability to you, whether in contract, tort (including negligence) or otherwise, shall not exceed the amount paid by you for the relevant Service within the preceding twelve (12) months.

6.3 Nothing in these Terms limits or excludes liability for:

# Terms of Service

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation; or
- Any other liability which cannot be lawfully excluded.

## 7. Indemnity

7.1 You agree to indemnify and hold Managed Capital Finance, its officers, employees, and agents harmless from any claim, loss, or damage arising from

- Your misuse of our Services
- Breach of these Terms or
- Violation of applicable laws or regulations

## 8. Amendments

8.1 We may amend these Terms from time to time to reflect changes in law, regulation, or business practice.

8.2 The updated Terms will be published on our website and will take effect immediately unless otherwise stated.

8.3 Continued use of our Services after an update constitutes acceptance of the revised Terms.

## 9. Suspension and Termination

9.1 We may suspend or terminate your access to our Services if we reasonably believe that:

- You have breached these Terms;
- Continued use poses a legal or regulatory risk or
- It is necessary to protect our systems, reputation, or other users.

9.2 Termination does not affect any rights or obligations accrued prior to the termination date.

# Terms of Service

## 10. Governing Law and Jurisdiction

10.1 These Terms and any disputes arising from them shall be governed by and construed in accordance with the **Laws of England and Wales**.

10.2 The **Courts of England and Wales** shall have exclusive jurisdiction to settle any disputes relating to these Terms or your use of our Services.

## 11. General Provisions

11.1 If any part of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

11.2 No delay or failure by us to exercise any right shall constitute a waiver of that right.

11.3 These Terms constitute the entire agreement between you and Managed Capital Finance regarding your use of our Services.

## 12. Acceptance

By using our Services, you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions.

If you are acting on behalf of a company or organisation, you confirm that you have the authority to bind that entity to these Terms.

David A Beevor  
Director