

September 2020

# Terms and conditions

V1.3



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## 1. Who are we?

We are Motiv Finance Limited, a company registered in the UK with company number 11517060. We operate in the UK and trade as Motiv via this website. We are authorised and regulated by the Financial Conduct Authority (FRN 827288) as a credit broker and we are registered with the Information Commissioner's Office (registration number ZA477716).

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## 2. How to contact us

If you want to contact us for any reason, please send us a message by selecting the appropriate option via our [contact us](#) page or write to us at:

Motiv Finance Limited  
4th Floor  
Market Square House  
St. James's Street  
Nottingham  
NG1 6FG

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## 3. Your acceptance of these terms and conditions

It is important to us that you understand how our service works before you use it, so please read these terms and conditions, our [privacy policy](#) and our [cookie policy](#). You need to understand that if you use our service, you:

- agree to accept and be bound by these terms and conditions, our [privacy policy](#) and our [cookie policy](#)
- agree to abide by these terms and conditions
- agree to use our service for lawful purposes only

If you do not agree to these terms and conditions, our [privacy policy](#) or our [cookie policy](#), please do not continue to use our service. If you breach any of these terms and conditions, your right to use our service will cease immediately.

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## 4. Changes to these terms and conditions

We reserve the right to amend these terms and conditions from time to time by amending this page. The amended terms and conditions will be effective from the date they are posted on our website and the date of the most recent changes will appear on this page

By continuing to use our service after changes are posted, you are accepting our new terms and conditions.

Last updated: 23rd September 2020

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## 5. Our service

We are a credit broker and provide this service, which allows you to compare various options that exist when you are looking for finance.

We work with Providers of financial products ("Providers") that are regulated and authorised to offer the products we advertise.

When you use our service, either via our own website or that of one of the introducer partners we provide services to, we will ask you several questions, some of which are related to your personal information. We may share your answers to these questions with our Providers and they will tell us whether they are willing to offer you their products and if so what your personal rate of interest ("Real Rate") is for each of their products. They will also tell us the chance of you being accepted ("Eligibility") for each product if you were to complete a full application with them.

We also work with Credit References Agencies ("CRAs") and may obtain a copy of your credit report data when you use our service. We may use the information contained within this credit report, alongside the answers which you supply to our questions, including your personal information, to calculate your Real Rate and Eligibility for some of the products we advertise. When the CRAs provide us with a copy of your credit report they will record a "soft search" (sometimes referred to as a "quotation search"), which means the record of that search will not be visible to other third parties and cannot impact your ability to obtain credit in the future. The Providers we share your answers with may themselves also contact the CRAs to obtain a copy of your credit report data for the purposes of determining your Real Rate and Eligibility for their products and in those cases a "soft search" will be recorded.

As part of our service we may communicate your product offers or information regarding your product offers to you via means such as email, SMS or other electronic messaging systems (e.g. WhatsApp).

One of the questions that we ask you on our form allows us to understand whether you consent to us sharing your contact details with your top Provider so that they can get in touch with you to discuss their offer. If you answer "yes" to this question we may inform the Provider of the offer that is at the top of your initial product offers page and they may then contact you directly. By answering "yes" you are not agreeing to make an application with that Provider, just agreeing that the Provider may contact you to see if they can help.

If you choose to make a full application for any of the products returned to you by us, this will typically involve you doing so directly with the Provider of that product and we will provide you with a link to facilitate that. We may also request some additional personal information from you to support that full application and when you click on the link provided, we may pass all your personal information on to the Provider.

For some products, we manage the full application process on behalf of the Provider. When you make an application for one of those products, we will collect the necessary additional personal information and submit your full application, which may result in "hard searches" being recorded at the CRAs. These hard searches will be visible to other third parties and can

impact your ability to obtain credit in the future. Before your full application is submitted you will be requested to supply your consent, which will include a reminder that a "hard search" may be recorded, as well as a link to these terms and conditions.

As part of our service we also operate a car registration lookup service to assist with the process of obtaining your product results when the purpose of your loan is to buy a new car. If you have already located a car you wish to purchase, this service, which is operated by a third party, will allow us to confirm the details of the car you are looking at and obtain other information regarding the car that we may consider alongside your credit report data and your answers to our questions as part of the process for calculating your product results. We may also supply the car registration to our Providers who may then use the same or a similar third-party service to obtain information regarding the car, which may factor into their calculation of your product results.

We do not charge you a fee for using our service, however we may receive commission payments from the Providers if you enter into a credit or loan agreement with them following an introduction through this website. The Providers may charge you a fee.

Whether or not the Providers are able to offer you the product or service you are looking for is their responsibility and will depend on many factors.

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## 6. Permitted use of our service

Our service is for your personal, non-commercial use only. Access to our service other than for your personal, non-commercial purposes is strictly prohibited.

Our service is intended for use only in the UK. We make no warranty or representation that any product we advertise is available or otherwise appropriate for use outside of the UK. If you choose to use the service from locations outside the UK, you do so at your sole risk, and you are responsible for compliance with all applicable local laws.

Our service is intended for the use of over-18s only.

You are not permitted to use our service:

- in any manner that may be deemed unlawful, fraudulent or commercial in nature
- with another person's details
- to tamper with, modify, reverse engineer or amend any part of it
- in a way that interferes with, disrupts or imposes an unreasonable or disproportionately large burden on our communications and technical systems
- with any automated software, process, program, robot, web crawler, spider, data mining, trawling or other "screen scraping" software, process, program or system

You may operate a link to our website provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to our website in such a way as to suggest or imply any form of association, approval or endorsement by us without obtaining prior written permission from us. We reserve the right to require you to remove any link to our website immediately and at any time and to withdraw any linking permission at any time.

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## 7. Intellectual property

The trademarks, copyright, database rights and other intellectual property rights in our service and in the information displayed on our website belongs to us and all such rights are reserved. You must not use such information or copyright material unless you have written permission from us to do so.

You may temporarily print, download or store extracts of information displayed on our website for your own personal, non-commercial use, provided you do not otherwise breach these terms and conditions.

All rights in our website and service are owned by us.

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## 8. Your responsibilities

You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your breach of these terms and conditions.

Your provision of accurate information is very important

In order to use our service, you are required to supply your personal information and answer a series of questions about yourself. These questions are designed to ensure that us and the Providers we work with have the information necessary to provide you with appropriate information regarding the products that we advertise and compare. Features of the product we communicate such as your Real Rate and Eligibility are determined by the information you provide and it is therefore very important that you answer all questions truthfully, completely and accurately and that you disclose all relevant facts. Failing to do this could result in invalid information being displayed to you about the products and in those cases, should you decide to proceed with a full application for one or more of them, the respective Provider(s) will be under no obligation to supply you with the product or they may only be able to offer you a product at terms different to those advertised.

If you are in any doubt as to whether any information is relevant or required to be disclosed or that something may be incorrect you should disclose it to the Provider before you apply for a product.

Information about any car you are looking to purchase

As part of using our service you may be requested to provide a car registration for any car you are considering purchasing along with other information about that car.

On your supply of a car registration our service will present back some details of the car and it is your responsibility to confirm that they are accurate and that the correct registration as provided. It is also your responsibility to ensure that the car is still on the market and that all other information you supply about the car is correct.

The information on the car may be used when determining your product results, either by us or by the Providers we work with and failing to provide the correct car registration or correct

information about the car, or providing information about a car that is not for sale, could result in invalid information being displayed to you.

#### We are not providing you with advice

The information we communicate to you, either via our own website or that of one of the introducer partners we provide services to, is not intended to be taken as financial or other advice. Our service is intended to provide you with useful information about the options that are available to you, but it is your responsibility to satisfy yourself that you wish to obtain any product before making a full application for it with the respective Provider. If you believe you need advice to support your decision as to whether to proceed with an application for any product we advertise, please contact a registered and qualified Independent Financial Adviser.

#### The products we advertise are not our products and there may be other options

The products advertised to you, either via our own website or that of one of the introducer partners we provide services to, are wholly provided by third parties over whom we do not have control. We endeavour to provide information on a wide range of products, but there may be other products or services available on the market which we cannot provide you information on, which may be more appropriate or suitable for you than those advertised by us. It is your responsibility to seek out other sources of information beyond our website if you would like to understand what other products could be available to you.

#### Third party websites and services

When you use the website of any of the introducer partners we provide services to, or that of any of our product Providers, or apply for one of our product Provider's products, you will be subject to their own terms and conditions, privacy policies and cookie policies, which will be different from ours. It is therefore very important that you read their terms and conditions and any other supporting documents they provide before using their websites or making a full application for a Provider's product. You should also familiarise yourself with all the details of any Provider's product, for example, interest rates, early repayment charges, fees, conditions and obligations.

We do not endorse, recommend or accept responsibility for our Providers or the introducer partners we provide services to, including, their products or services, their websites or for any information, opinions or views given or advice provided by them and we accept no responsibility for any loss or damage that may arise from your use of them.

#### Misuse of our website

You must not misuse our website or technology or the websites and technologies of third parties we work with by:

- knowingly introducing viruses, trojans, worms, logic bombs or other material which may have a harmful effect on them
- attacking them via a denial-of-service attack or a distributed denial-of service attack
- attempting to gain unauthorised access to the server on which our website is stored, or any server, computer or database connected to our website

#### Data privacy

We process information about you in accordance with our [privacy policy](#). By using our service, you consent to such processing and you warrant that all data provided by you is accurate. We also use cookies, as set out in our [cookie policy](#).

In order to provide you with our service we may share the answers you supply to our questions, which may include your personal information, with third parties. These include Providers and CRAs as well as other third parties that assist in our processing of your personal information. Where we share your personal information with third parties, they may have control over how they process it and, in those cases, we advise you to refer to their own privacy policies.

Full details of how we process your personal information including the third parties we share it with and the role each of them plays is included in our [privacy policy](#).

## 9. Our responsibilities and liability to you

### Accuracy of information displayed to you

We aim to ensure that the information displayed to you, either via our own website or that of one of our introducer partners, as a result of your use of our service, is accurate and we try to correct any errors or omissions as soon as we become aware of them. However, we do not guarantee that this information is always accurate and free from errors or omissions and we reserve the right to add to, remove from or amend this information at any time and without notice.

The information and descriptions of products advertised by us may not represent the complete descriptions of all the features and terms and conditions of those products. You must ensure that you carefully read all the features and terms and conditions (including those contained on the Provider's website) of any product before applying for any of them.

As part of our service we provide you with your Eligibility for each product and it may be possible that you see an Eligibility of 100%. In these cases, the Provider has provisionally approved you for the product based on the assumption that:

- you have provided accurate information and have not included estimates in any of your answers
- you can pass any fraud or identification checks they make on you
- offering you credit does not lead them to be in breach of any regulatory commitment

As part of our service we provide you with your Real Rate for each product. This means that if the Provider accepts your full application for the product, you will get that rate of interest as stated assuming that:

- the product is a personal loan or a guarantor loan
- the product is a hire purchase, personal contract purchase or conditional sale agreement and the car you are intending to buy is less than 8 years old and has not done more than 100,000 miles and is being purchased from a reputable dealership as defined by the Provider or broker.

### Availability of our website and services

We aim to provide uninterrupted access to our service, but we give no warranty on this. We reserve the right to suspend, restrict or terminate your access to our website and / or services at any time.



### Viruses and malware

We aim to ensure our service is not technologically compromised but we do not give any warranty that our website is free from viruses or anything else which may have a harmful effect on any technology.

### Exclusions of our liability

We make no representations, warranties or guarantees, whether express or implied, that our website, the information displayed to you our website or to you via one of the introducer partners we provide services to, or our services are accurate, complete or up to date, or fit for your purpose. To the fullest extent permitted by law, we expressly exclude all guarantees, conditions, warranties, representations or other terms which might otherwise be implied by statute, common law or the law of equity.

Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or for our fraud, or excludes or limits our duties or any liability under the Financial Services and Markets Act 2000, as amended, ("FSMA") or any conduct of business rules developed pursuant to FSMA, or excludes or limits any other liability which cannot be excluded or limited under applicable law.

Subject to the paragraph immediately above, we do not accept any responsibility or liability for any direct, indirect or consequential loss or damage you may incur in connection with our website or in connection with your use, inability to use, results of the use of our website, and any websites linked to it and any information displayed on it, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of or damage to data and for any other loss or damage of any kind, however arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

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## 10. Complaints

We aim to provide you with an excellent service, however if you are unhappy with any element of our service, we would like to hear from you and will do our best to help resolve any issue.

In order to make a complaint, please contact us via our [contact us](#) page selecting the appropriate option and let us know what went wrong and what your ideal outcome would be. You can also write to us at:

Motiv Finance Limited  
4th Floor  
Market Square House  
St. James's Street  
Nottingham  
NG1 6FG

We take all complaints seriously and the full details of how we deal with them are contained in our [complaints handling policy](#).

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## 11. Communication from us and our Providers

As part of our service we may send you your product offers or information regarding your product offers via email or SMS. However, beyond that, you will not receive communication from us as a result of using our service other than if you contact us for any reason, or if they arise, for legal or regulatory reasons.

By using our service to find a product, you may be contacted any Provider whom you have agreed to proceed with, by clicking on the 'Go to site' or 'Continue' icon. They may contact you in order to provide you with the product. We advise that you read their privacy policy and terms and conditions prior to completing your full application with them.

If as part of your answers to our questions you provide consent for your top product Provider to contact you, then you may be contacted directly by the Provider that offers the product that appears at the top of your initial product offers page.

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## 12. Duration of these terms and conditions

If we believe that you have not complied with any of these terms and conditions, that you are misusing our service or that your use of our service is in any way detrimental to us or a security risk, we may at our sole discretion suspend your access to the service or any part thereof without notice.

Notwithstanding clause 11 of these terms and conditions, at any time, with or without cause, we may terminate your agreement with us and your ability to use the service immediately by giving you written notice (including by email) to any of your contact addresses which you have provided to us.

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## 13. General

If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these terms and conditions and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

These terms and conditions, together with our privacy policy and cookie policy, constitute the entire agreement between you and us relating to your access to and use of our website and services and supersedes any prior agreements (including any of our previous terms and conditions you have agreed to).

No failure or delay by us in exercising any right under these terms and conditions will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

These terms and conditions and your access to and use of our website and services (including any claims or disputes arising out of or in connection with them) shall be governed by and interpreted in accordance with English law.

Each of you and us submits to the exclusive jurisdiction of the courts of England and Wales in connection with these terms and conditions and your access to and use of our website and services

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