

Last Updated June 15, 2015

Terms of use and Privacy Policy

About us

The terms "FCG Finance LTD", "us" and "we" refer to the owner of the Site www.invoicecycle.com, a UK incorporated company trading under the name Invoice Cycle, with registered office International House, 24 Holborn Viaduct, City of London EC1A 2BN. Our registered company number is: 08752266

Welcome to our website. By continuing to browse and use this website ("the Site"), you are agreeing to comply with, and be bound by, the following terms and conditions of use. These terms, together with our Privacy Policy govern FCG Finance LTD's (trading under the name Invoice Cycle) relationship with you ("the User") in relation to this Site.

By using this Site, you signify your acceptance of these terms. If you do not agree to these terms, please do not access or use our Site. By registering on our site, you agree to provide us with true and accurate information about yourself, and for us to perform certain checks on the information you have provided and you and your company. Please refer to "Use of Your Information" below for further details

We may revise these terms at any time by amending this page; any revisions are effective immediately when they are published on the Site.

You agree to review these terms regularly to ensure you become aware of any revisions to them, and by continuing to access or use this Site you agree to be bound by the revised terms.

Site access

As a User, you do not need to register with us in order to use all the areas of this Site. However, certain areas of this Site will only be accessible only if you have registered and certain areas will only be accessible if you, or another person you represent, have signed up for services or products we offer or provide via the Site.

If you do register, we will provide you with secure login details including a username and password. You can change these. It is your responsibility to ensure these details are kept safe and confidential, and that you do not provide access to your account to unauthorised individuals. We will not be held responsible for any issues arising from unauthorised access to authenticated areas of the Site if these terms are breached.

If you know or suspect anyone other than you knows your User identification username or password, please notify us as soon as possible.

Unfortunately, the internet is not a secure medium and privacy cannot be fully assured. We therefore do not accept responsibility for any harm or damage you may experience or incur by sending personal or confidential information to us over the internet or if we send you such information at your request.

We have the right to suspend your account and suspend or disable any User identification username or password, if we believe you have failed to comply with any of the provisions of these terms or we are concerned that unauthorised use is being made of your account.

Use of our Site

This Site may be used for your own private purposes, and for the purposes of any person who is registered on the Site, in accordance with these terms of use.

You may retrieve and display the material of the Site on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such material for your own personal use, provided that you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without our written permission.

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The content of the pages on the Site is for your general information and use only. It is subject to change without notice.

While we take all reasonable steps to make sure that the information on our Site is up to date and accurate at all times, we do not guarantee that all public material is accurate and or up to date or free from errors.

We make no (and expressly disclaim all) representations and warranties, express or implied, in respect of the Site or its contents including, but not limited to, the accuracy or completeness of the Site and its contents. We will not be liable for any losses arising out of any reliance placed on the content of the Site by you, or any person informed of its contents.

Visitor-provided material

We will treat any data or material that a User of this Site sends or posts to this Site as non-confidential. You grant us a licence to use, store, copy and to distribute, and make available to third parties, any data that you provide to us to the extent that we need to do so for the purpose of processing any application

or providing products and/or services. For more details please see our Privacy Policy and Data Protection Policy.

Any data you provide to us must be accurate, genuinely held (where it states opinions) and comply with applicable law in England and in any country from which it is posted.

When using this Site you shall not post, upload or otherwise contribute to this Site any material or data:

- (a) for which you have not obtained all necessary consents;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, give rise to a civil liability, or is otherwise contrary to the laws in England and Wales;
- (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data;
- (d) which is likely to deceive or which is used to impersonate any person, or to misrepresent your identity or affiliation with any person; and
- (e) which advocates, promotes, assists or perpetrates any illegal activity or unlawful act.

You warrant that any contribution of data complies with these standards, and you agree to indemnify (reimburse) us and keep us indemnified for any liability which we may incur as a result of your contribution not complying with these standards.

We will not be responsible, or liable to any third party, for the content or accuracy of any data posted by you or any other user of the Site.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this Site in breach of these terms.

Links to and from the Site

Throughout our Site you may find links to third-party websites. These links do not mean that we endorse those websites. If you visit any website via a link on this Website you do so at your own risk. We accept no liability to you and make no representations or endorsements about any third-party websites or the content on such websites.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

(a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

(b) you do not misrepresent your relationship with this website; and

(c) the website from which you link to this Site does not contain offensive or otherwise controversial content, or content that infringes any intellectual property rights or other rights of a third party.

We reserve the right to withdraw permission to link to the Site at any time without notice.

By linking to this Site in breach of these terms, you shall indemnify (reimburse) us for any loss or damage suffered to this Site as a result of such linking.

Use of cookies

This website uses tiny files called cookies to monitor browsing preferences (among other reasons). You may at any time choose to disable cookies via your browser but in doing so you accept that this Site may not function fully as a result.

Our Site performance

All reasonable measures are taken by us to ensure this Site is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

Where reasonably possible we always try to give advance warning of maintenance issues that may result in Site downtime, but we are not obliged to provide such notice.

We will not be liable if for any reason the Site or any part of it is unavailable at any time or for any period.

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You must not use for commercial purposes any part of the content we provide on the Site without obtaining a licence to do so from us or our licensors.

Infringement of any rights in the Site or the content associated with the Site may lead to criminal and/or civil sanctions in England and Wales, US and other countries.

If you copy, print or download content from the Site in breach of these terms, you must immediately cease using the Site and erase, destroy and/or return any unauthorised materials to us.

If you believe that any content on the Site in any way infringes intellectual property rights belonging to you or any third party, please contact us immediately identifying your rights and the content you claim is infringing your rights.

USE OF YOUR INFORMATION

In considering whether to enter into this Agreement, We may search Your record and that of your 'financial associates' (if you have one) at credit reference, rating and fraud prevention agencies. A 'financial associate' is a person with whom You have or have had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be Your spouse or partner (not a business partner), We may also, in certain limited circumstances, check the record, including credit details, of other members of Your family and, if You are a partner in a small business, We may also check on Your business. Details of Our search and Your application will be added to their records about You. This will be seen by other organisations that make searches. A large number of applications within a short period of time could affect Your ability to obtain credit. If You tell Us that You have a financial associate, We will search, link and record information about You both at credit reference agencies. You must be sure You have Your financial associate's agreement to disclose their information for us to use in the manner described herein. We may also add to Your records with the credit reference agencies details of Your agreement(s) with Us, the payments You make under it, any default or failure to keep to its terms and any change of address. The agencies will link your records and those of your financial associate (s). These will remain on their files until you tell the agency that you are no longer financially linked and the agency accepts this. These records will be shared with other organisations and may be used and searched by Us and them in order to: ● Prevent fraud and money laundering, for example by:- - checking details on applications for credit and credit-related or other facilities; - managing credit and credit related accounts and other facilities; - recovering debts that you owe and tracing your whereabouts; - checking details on proposals and claims for all types of insurance; - checking details of job applications and employee records; ● Verify Your identity ● Make decisions on credit, insurance and other facilities, about You, Your financial associate(s), members of Your household or Your business; and ● Carry out statistical analysis to help with decisions about credit and account management. It is important that You provide Us with accurate information. We may check Your details with fraud prevention agencies and if You provide false or inaccurate information or We suspect fraud, this information may be recorded and notified to fraud prevention

agencies. Law enforcement agencies may access and use this information. Fraud prevention agency records will be shared with other organisations to help make decisions on credit; on motor, household, life and other insurance proposals or claims for You and members of Your household and law enforcement agencies. Please write to Us at Our address stated above, or telephone Us 0203 734 8463 if You require details of the credit reference agencies or any other agencies from whom We obtain, and whom We pass, information about You. You have a legal right to these details. You have the right to receive a copy of the information We hold about You if You apply to Us in writing. A small statutory fee will be payable. Your data and that of your partners, directors and shareholders remains on file for 6 years after Our files with You and their information are closed, whether settled or in default. This is a condensed version of how We deal with You and Your partners' or directors' information. Further and fuller information is provided in our Privacy Policy, which is available on request, or can be found at www.invoicecycle.com. If You would like to make a complaint about the services provided by Us, in the first instance, and to allow Us to resolve any problems, please telephone Us on 0203 734 8463, email Us at info@invoicecycle.com or write to FCG Finance LTD, Complaints Team, International House, 24 Holborn Viaduct, City of London EC1A 2BN

Viruses

Please note that there are inherent risks in communication via the internet and although we will use our reasonable endeavours to prevent contamination of any material sent to you or accessed by you with any virus or similar destructive code, we do not guarantee that the Site will be secure or free from viruses, bugs or similar destructive programs or code.

We do not, to the maximum extent permitted by law, accept any liability for any virus or similar destructive code which any computer equipment and/or software used by you may suffer as a result of your accessing the Site and/or any other communication via the internet between you and us.

It is your responsibility to scan what you download or receive from the Site to ensure that it is free of such items as viruses, worms, trojan horses, logic bombs and other similar destructive code.

You must not introduce any viruses, worms, trojan horses, logic bombs or other similar destructive code or malicious material to the Site. You must not attempt to gain unauthorised access to the Site, the servers on which it is stored or any server, computer or database connected to the Site, nor attack the Site using a Denial Of Service attack or a Distributed Denial Of Service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We may report any such breaches and disclose personal data relating to you to any relevant law enforcement agency. In the event of such a breach, your right to use the Site would cease immediately.

FCG Finance LTD, International House, 24 Holborn Viaduct, City of London EC1A 2BN, United Kingdom or you can email us on: info@invoicecycle.com

Exclusion of liability

Nothing in these terms of use shall exclude or limit liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation, which cannot be excluded under the law of the United Kingdom.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise that was unforeseeable to us at the time you used the Site.

We will also not be liable for:

- a) Loss of profits, sales, business or revenue;
- b) Loss of data;
- c) Loss or damage to property;
- d) Business interruption;
- e) Loss of anticipated savings;
- f) Loss of business opportunity, goodwill or reputation; and/or
- g) Any indirect or consequential loss or damage.

If you breach these terms and we choose not to take immediate action, such inaction shall not constitute a waiver of our rights and remedies and we will still be entitled to pursue such rights and remedies at a later date or in any other situation where you breach these terms.

Law and jurisdiction

These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Contacting us

If you have any questions about this privacy policy, the practices of this site, or your dealings with this Site, please contact us at: info@invoicecycle.com