

## Greengage & Co. Limited Terms of Use

### Section 1 – Greengage & Co. Limited Terms of Use

Version 5 – 4<sup>th</sup> December 2025

#### 1. Who we are and how to contact us

[www.greengage.co](http://www.greengage.co) (our “Website”) is operated by Greengage & Co. Limited (“We” “us” “our”).

We are registered in England and Wales under company number 11904803 and have our registered office at 9 Little Trinity Lane, London, EC4V 2AD, United Kingdom.

We are a limited company.

To contact us, please email [help@greengage.co](mailto:help@greengage.co) or contact us on our customer service line +44 (0)208 610 4444. We may record any telephone conversation between us, our representatives and you.

The information provided on our Website is for information purposes only. We are not regulated by the Financial Conduct Authority.

#### 2. By using our Website you accept these terms

By using our Website, you confirm that you accept these Terms of Use and that you agree to comply with them.

If you do not agree to any provisions of these Terms of Use, you should not take any steps to access or use our Website.

We recommend that you print a copy of these Terms of Use for future reference.

#### 3. There are other terms that may apply to you

The following additional terms also apply to your use of our Website:

- Our [Privacy Policy](#), which explains how we collect, use and store your personal data.
- Our [Cookie Policy](#), which sets out information about the cookies on our Website.
- Our [Security Policy](#), which sets out information about the security of visitors to our Website.
- Our [GDPR Policy](#), which sets out information about our compliance with the General Data Protection Regulation.
- Our [Conflicts of Interest Policy](#), which explains how we manage our conflicts between us, you, service providers and related companies in our group of companies.

- Our [Data Retention Policy](#), which explains how we protect personal information of customers, suppliers, staff and other individuals.

#### **4. We may make changes to these Terms of Use**

We amend these Terms of Use from time to time. Every time you wish to use our Website, please check these Terms of Use to ensure you understand the terms that apply at that time. These Terms of Use were most recently updated on 4<sup>th</sup> December 2025.

#### **5. We may suspend or withdraw our Website**

Our Website is made available free of charge.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use, and that they comply with them.

#### **6. Our Website is only for users in the UK**

Our Website is directed to people residing in United Kingdom. We do not represent that content available on or through our Website is appropriate for use or available in other locations.

#### **7. You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures (including if our Website includes the function to set up an account), you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [help@greengage.co](mailto:help@greengage.co).

#### **8. Information on our Website**

The information contained in our Website is for general information purposes only. It is not intended to amount to advice on which you should rely or to amount to any recommendation.

Nothing on our Website constitutes an offer to sell, a solicitation, or an offer to buy, any investment, securities, funds, financial instruments, products or services, or to engage in any other transaction, or to provide any investment advice, recommendation or service.

You must obtain independent professional or specialist advice before making any decision or taking (or refraining from) any action (including among other things to purchase a financial product or service, enter a contract for the same, or make any decision after you have entered such a contract).

Any opinions expressed on our Website, whether in general or in a wider economic context, represent the views of the contributor at the time of preparation. These opinions may change from time to time. They should not be interpreted as investment advice or as a recommendation.

## **9. How you may use our Website and its contents**

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged (except where the content is user-generated).

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

If you print off, copy, download, share or repost any part of our Website in breach of these Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these Terms of Use).

## **10. Rules about linking to our Website**

Subject to obtaining our consent, you may link to our Website home page. Any link must not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website other than that set out above, please contact us at [info@greengage.co](mailto:info@greengage.co).

## **11. No text or data mining, or web scraping**

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Website or any services provided via, or in relation to, our Website. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our website or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this condition 11 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our Website, or any data published by, or contained in, or accessible via, our Website or any services provided via, or in relation to, our Website for the purposes of developing, training, fine-tuning or validating any AI system or model.

This condition 11 will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

## 12. Our Trade marks are Registered

We are the registered owner of our trade marks in the UK and other territories worldwide, including but not limited to the trade marks "GREENGAGE" and "GREENGAGE WITH YOU ALL THE WAY". In some instances, our trade marks may be registered under a former corporate name of Greengage & Co. Limited, and we nonetheless continue to own those trade marks to which this applies. You are not permitted to use any of our trade marks without our approval, unless it is part of material you are using as permitted under condition 9 – How you may use our Website and its contents above.

## 13. Services

Our Website offers a service where you can submit information to us for the purpose of referring you to third party service providers where you can purchase specific products or services ("**Third Party Providers**").

We offer a referral service to Third Party Providers of accounts, lending and bespoke digital solutions.

We have relationships with Third Party Providers that provide the following products and services:

<b>Accounts</b>	payment services and e-money accounts for both <b>consumers</b> and <b>business</b> customers.
<b>Lending</b>	Specialist lending institutions for <b>business customers</b> only.

In the course of providing our services to you, we may make available to you a Dedicated Relationship Manager. The Dedicated Relationship Manager's role is to liaise with Third Party Providers on your behalf, where instructed by you.

We make no representations as to the responsiveness, effectiveness, or success of the Dedicated Relationship Manager in seeking to resolve any issues you request assistance with. We reserve the right to change the identity of your Dedicated Relationship Manager at any time, including replacing them with bot or other non-human equivalent, or eliminating the role entirely, for which you will have no claim for compensation from us.

## 14. Uploading information via our Website

You are responsible for ensuring the information you submit to us via our Website is true, accurate, complete and up to date. Where the information provided is found to be inaccurate, you have an obligation to correct it with us as soon as you become aware of this, and we reserve the right to withdraw the provision of any referral services to you with immediate effect.

You must not seek to make use of our referral services for financial crime, tax evasion or any illegal activities.

We may ask you to submit certain information and documentation to enable us to:

- verify your identity;
- validate the source of your funds; and
- assess whether you satisfy Third Party Provider eligibility criteria, including any money laundering or compliance risks.

By submitting information to us via our Website you:

- confirm you have full power, authority and capacity to submit such information to us;
- give your consent to our use of such information to determine whether we can refer you to any Third Party Providers;
- acknowledge that Third Party Providers have specific eligibility requirements that we may be required to verify prior to making a referral;
- acknowledge that we are under no obligation to review any information provided by you nor to refer you to any Third Party Providers; and
- agree that we may contact you to discuss further queries and/or make recommendations to Third Party Providers via the contact details you provide to us.

If, following submission of any information to us, you wish to cease using our services or change your mind please contact us at [help@greengage.co](mailto:help@greengage.co) or on our customer service line +44 (0) 208 610 4444.

## **15. How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy ([www.greengage.co/privacy-policy](http://www.greengage.co/privacy-policy)).

## **16. Third Party Providers**

If we refer you to a Third Party Provider, you acknowledge that:

- the Third Party Provider will be responsible for the provision of any product or service and the relevant Third Party Provider terms will apply to their products or service;
- our referral to a Third Party Provider does not equate to financial advice or regulated credit broking activities;
- we are not liable for the actions or inaction, or similar, of any Third Party Provider that we refer you to;
- we make no representations or warranties regarding any Third Party Provider or the products and services they offer and our referral does not equate to an endorsement of their products or services;
- it is the responsibility of the Third Party Provider to explain all terms, risks, and regulatory protections (if any) to you prior to purchase; and
- it is your responsibility to conduct your own due diligence and we recommend you obtain independent financial advice prior to making any financial decisions.

## **17. Third Party Provider vetting**

It is the responsibility of Third Party providers to conduct their own independent vetting procedure on your application to use their services/products, should they choose to.

We make no representations as to the likelihood of success in passing the vetting process of any Third Party Provider we refer you to, regardless of the outcome of our own vetting process. To facilitate the vetting process of any Third Party Providers we refer you to, we reserve the right to pass to them all information we hold on you, however provided to us, in accordance with our Privacy Policy ([www.greengage.co/privacy-policy](http://www.greengage.co/privacy-policy)).

## **18. Our compensation**

Unless we expressly notify you otherwise, our Website and any services made available via our Website are provided to you free of charge.

We are usually compensated by the Third Party Providers we refer you to. As a result you acknowledge and, where necessary, consent to, our receipt of any commission or fee sharing arrangement due to us from Third Party Providers.

You may be required to pay a fee directly to us where you purchase products or services from certain Third Party Providers that we have referred you to. In circumstances where a fee is payable to us directly by you, we will provide you with additional terms explaining your rights and obligations prior to a referral; such terms will take precedence over these Terms of Use.

## **19. We are not responsible for websites we link to**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **20. Cookies**

Accessing our Website will create a "Cookie". A cookie is a small amount of data which is transferred to your browser by a web server. Cookies may be used to recognise you and facilitate your access to our Website without the need for you having to state your preferences again. Cookies may also be used to remember your activities and facilitate navigation as well as being used to track your visits to our Website.

You have the ability to accept or decline cookies by modifying the settings in your browser. Details of how this can be achieved can be found in your browser's 'Tools' menu. However, if you decline cookies you may find that you cannot access some parts of our Website or it may not function properly.

For full information, please read our Cookies Policy ([www.greengage.co/cookie-policy](http://www.greengage.co/cookie-policy)).

## **21. Viruses**

We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our Website or any part of it.

You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website or any other equipment or network connected with our Website.

You must not interfere with, damage or disrupt any software used in the provision of our website or any equipment or network or software owned or used by any third party on which this Website relies in any way.

You must not attack our Website via 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 will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

## **22. Our responsibility for loss or damage suffered by you**

### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our Website or use of or reliance on any content displayed on our Website.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

### **If you are a consumer user:**

- We only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## **23. Which country's laws apply to a dispute**

If you are a consumer, please note that these Terms of Use, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **24. General**

- These Terms of Use, along with the Privacy Policy, Cookie Policy, Security Policy, GDPR Policy, Conflict of Interest Policy, and Data Retention Policy constitute the entire agreement between you and us. Both you and we acknowledge that in entering into these Terms of Use you and we have not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use.
- Each of the sections of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining section will remain in full force and effect.
- We may transfer our rights or obligations or sub-contract our obligations under these Terms of Use to another legal entity. You may only transfer your rights or obligations under these Terms of Use to another person if we agree to this in writing.
- These Terms of Use are between you and us. No other person will have any rights to enforce any of its terms.
- If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of you breaching these Terms of Use, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.