

PaydayIOM.co.uk Terms and Conditions of Use

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This website PaydayIOM.co.uk is operated by TdotUK Limited (the “Company,” “We,” “Our,” “Us”). These Terms & Conditions of Use form part of an Agreement between the Company and You (“you” and/or “your”), as the user of this website (the “Site”) and for the Company's Services, and governs Your access to and use of this Site.

Please be sure to read this Agreement in its entirety before using this Site. If You do not agree to these terms, please do not use this Site or the Company's Services.

Notice: By using this Site, You acknowledge that You are at least 18 years of age and that You have read, understand and agree without limitation or qualification to be legally bound by these Terms & Conditions of Use and our Privacy Policy, which are expressly incorporated herein by reference. Our Privacy Policy may be found at [Privacy Policy](#).

About Us

The Company is incorporated under the laws of England and Wales, with company registered number 09225672. The Company is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register under reference number 688026. The Company is also registered with the Information Commissioner's Office under registration number: ZA128431.

Using the Site

To register for Company's Services, You must agree to these Terms & Conditions of Use, as well as Company's Privacy Policy. You must also accurately complete and submit one or more application forms that require certain personal, employment, and financial information (the “Information”).

The relevant application form to be submitted will depend upon which of the Company's Services you require. The application forms are available as part of the documentation relating to that Services.

Once You submit Your Information, we may share it with our network of independent, third party lenders (“Lender(s)"). You are solely responsible for maintaining your own account information, including password. You agree to notify Company immediately if the information You have given Us as part of Your application changes in any way.

The collection, use, and sharing of this information is subject to these Terms & Conditions of Use and our Privacy Policy, which are available as described above. By registering for the Company's Services, You understand that You are requesting a referral for a loan from the Lenders with whom we may share Your information. You further understand that such Lenders might contact You via email, telephone/mobile

device and direct mail in order to assist You in obtaining the loan requested. Lenders, Company, and/or third party marketing partners may also provide information to You about additional services and products you may be interested in.

Actual or attempted unauthorised use of the Site may result in criminal and/or civil prosecution. The Company reserves the right to view, monitor, and record activity on the Site without notice or permission from You. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organisations in connection with investigation or prosecution of possible criminal activity on the Site. The Company will comply with all requests for such information, in accordance with the law and its regulatory obligations.

The Company's Services

The Company is a credit broker, and facilitates the connection of consumers interested in loan amounts between £100 and £2,500 with participating Lenders (the "Company's Services"). The Company is not a Lender or a loan provider, does not make loans or credit decisions, and does not provide financing directly to you. The Company is a free referral service through which interested consumers can connect with a network of independent, third party Lenders. The Company is not an agent of any particular Lender, and the Site is not an offer or solicitation to lend. Any compensation the Company may receive is paid by the Lender for advertising services provided. By completing and submitting a registration form on the Site, you give your consent to be matched with a Lender in our network.

The Company will present your Information to one or more of our Lenders based on their individualised criteria until such time as a Lender accepts your application, or your application is declined by all Lenders your Information is presented to. Upon acceptance, you will be redirected to the Lender's website to complete the application process. You are under no obligation to accept the terms of a loan offer before signing any applicable loan documents with the Lender, and you may cancel the process at any time before such point. Read the terms of any loan offer carefully and consider obtaining independent legal and/or financial advice before accepting.

The Company does not endorse, recommend, or guarantee the loan availability, price, product, availability, rates, fees or any other loan terms of Lenders. We do not guarantee that a given Lender can offer you the most suitable loan available in the marketplace. By submitting your Information to us, you expressly agree to permit Lenders to verify and investigate the information You have provided.

If you are connected with a Lender, you understand that the Company is not a party to any agreement between you and that Lender and that we have no involvement in the registration process after transmission to the Lender. All loan terms are those of the Lender alone. The Lender is solely responsible for its services to you and your interactions with the Lender are subject to such Lender's terms, conditions and privacy policies. You acknowledge that Lenders may retain the information you provide regardless of whether you ultimately qualify for a loan. Please direct all questions, comments, or concerns involving your loan to the Lender.

You expressly agree that the Company shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of this Site, including those damages or costs resulting from your entering into a loan agreement with a Lender.

Eligibility

The terms of loans offered by Lenders through the Site vary by Lender. At a minimum, Site users who complete the registration form must be at least 18 years of age, legally capable of entering into a binding contract, and be able to provide a valid address in the United Kingdom for delivery of services.

Suitability Disclaimer

The information we provide you on the Site may not meet your particular financial needs. You should seek the advice of a financial professional to assess the loan information Lenders provide. Not all Lenders can provide up to £2,500, and you are not guaranteed to receive a loan in any amount, or at the representative rate. We do not determine the terms offered, including the rates, duration, or payment schedule. An offer extended by a Lender is not a guarantee by any party that such offer is suitable for your financial needs. It is your responsibility to ensure that any products or services available on the Site or through the registration form meet your individual needs.

Credit Checking and Fraud Prevention

Although Company does not check your credit profile, make credit decisions, or determine loan terms, our Lenders routinely use credit referencing agencies (“CRAs”) and/or fraud prevention companies to help make relevant decisions. Company will only direct the information you provide us on the Site to such companies; it is your obligation to ensure that your information is accurate. In order to prevent fraud in the industry or needless rejection of your application, please enter only valid information. Purposefully submitting false data is tantamount to a breach of these Terms and may also be treated as an unlawful act by any Lender you are matched with.

If you have authorised any third party to enter information on your behalf, such information is deemed to have been submitted by you. We treat joint applications as having been submitted with the consent of both parties.

Confidential Information

We will treat your confidential information, as well as public, non-confidential information, in accordance with the Company’s Privacy Policy, available at PaydayIOM.co.uk. You expressly affirm that information you provide on the Site is complete and accurate. We only process information about you in accordance with our Privacy Policy.

Use of the Form

You agree to use the registration form provided on the Site in a lawful manner and for a lawful purpose. You are prohibited from using the form in a manner that causes harm to the Company's operations.

Consent to Be Contacted

Please note that by submitting your Information to the Site, you consent to be contacted by a representative of the Company by telephone, standard mail, or e-mail. We shall retain your contact information that you have submitted to us whether you elect to use the Company's Services or not.

Third Party Information

We make no representations or warranties whatsoever concerning the products or services offered by any third-party company, including Lenders. Any reliance you place on statements made by third parties including Lenders is done so at your own risk. We do not endorse any opinion or claim made by any third party including Lenders, whether or not on the Site, and expressly disclaim any responsibility and liability for such material. Third party sites linked to the Site are not under the Company's control, and we expressly disclaim any responsibility for the content of third party sites. We encourage you to review the terms of service and privacy policy of those sites.

Intellectual Property

The copyright and material on this Site is the property of Company and is protected by the copyright laws of the United Kingdom. We provide you with a limited, non-exclusive, non-transferable, and non-sublicenseable license to use the Site solely for your personal use or your internal business purposes.

This foregoing license is limited. You therefore may not (i) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the Site (or any part thereof) in any manner not expressly permitted in these terms, (ii) reverse engineer, decompile, disassemble, translate, or create any derivative work of the Site (or any part thereof); (iii) access, link to, or use any source code from the Site (or any part thereof); or (iv) erase or remove any proprietary or intellectual property notice contained in or on the Site (or any part thereof). In addition, You acknowledge and agree that exceeding the scope of the license herein shall be a material breach of these terms and subject to the termination provisions set forth herein.

The contents of the Site, including all software, design, text, graphics, images, photographs, illustrations, audio and video material, artwork, databases, user interfaces, visual interfaces, sounds, artwork, presentations in any format, computer code (including html code), products, information, and documentation, as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of the Site (collectively, "Material") unless otherwise indicated, are owned, controlled, and licensed by Company or its licensors, and is protected by the copyright laws of the United Kingdom. Any rights granted hereby are expressly licensed. We do not grant any implied right to You or any other person and does not transfer or assign any ownership

or intellectual property interest or title in or to the Site (or any part thereof) to you or anyone else. Your unauthorised use of the Site (including any Material) may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes.

You shall not, nor will You allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without our express prior written consent, or the Material's owner if we are not the owner. All names, logos, and icons identifying us and our products and services are proprietary trademarks of Company (or its affiliates), and any use or alteration of such marks, including, without limitation, as domain names or account identifiers, without the express written permission of Company is strictly prohibited.

Mobile Access

The Site may include certain services that are available to you via your mobile phone or other mobile device if you have subscribed to them, including the ability to use your mobile device to receive and reply to messages from us, and access certain other features (collectively, "Mobile Services"). Although we do not charge you for these Mobile Services, your mobile carrier's normal messaging, data, and other rates and fees will still apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. You are responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and costs associated with their use. Where Mobile Services do not contain their own terms of use, these Terms and Conditions of Use shall apply.

Your Representations

By using the Site, You represent and warrant that (i) You are at least 18 years of age; (ii) You are authorised to enter into these terms and conditions; (iii) You will not use the Site or the Materials for any purpose or in any manner that violates any law or regulation or that infringes the rights of Company or any third party; (iv) all information that You provide to us in connection with the Site (e.g., name, e-mail address, and/or other information) is true and accurate; and (v) You are authorised and able to fulfill and perform the obligations and meet the conditions of a user as specified in these Terms and Conditions of Use.

Third Party Sites

Links found on the Site relating to third parties are provided for your information only. We are not responsible for any loss or damage such links may cause due to your usage. External websites operate under their own terms and privacy policies, which differ from those found on this Site.

Disclaimers

THE SITE AND SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE." THE COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SITE OR SERVICES IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, INTENDED PURPOSE, OR OTHERWISE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE OR SERVICES WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR BASED ON COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE INFORMATION PROVIDED BY THE CUSTOMER OR ANY THIRD PARTY IS ACCURATE OR COMPLETE, OR THE RESULTS TO BE ACHIEVED FROM USE OF THE SITE OR SERVICES, INCLUDING BEING MATCHED WITH OR CONNECTED TO A LENDER.

Liability

You acknowledge and agree that the Company shall not be liable or responsible for any claim, damage, or loss resulting, directly or indirectly, from your use of the Site or any cause beyond the Company's control, including, but not limited to, offers or promotions made available on the Site, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, governmental restrictions, or any claim, damage, or loss arising out of transactions or interactions between You, third party merchants or anyone else. You specifically acknowledge that the Company shall not be liable for defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

MOREOVER, YOU AGREE THAT IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, FOR LOST DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR THE SERVICES, OR FOR ANY INFORMATION OR MATERIALS AVAILABLE THROUGH THE SITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SITE, RESULTS FROM USE OF THE SITE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED TWO THOUSAND FIVE HUNDRED BRITISH POUNDS (£2,500.00), AS LIQUIDATED DAMAGES AND NOT

AS A PENALTY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY, IF ANY, SHALL BE COMPLETE AND EXCLUSIVE.

Indemnification

You agree to release, discharge, defend, indemnify and hold harmless Company and its officers, directors, employees, agents, affiliates, third party information providers, licensors, contractors and others involved in the delivery of products, the Company's Services or information through the Site (collectively, "Indemnified Parties"), arising from, in connection with, or relating to, any breach of these terms by You, including breaches arising from your submission of Information through the Site. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and You agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses of the Indemnified Parties in connection with these. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed through the Services or related website(s).

Governing Law

These terms shall be governed and construed in accordance with the laws of England and Wales, or by Scots Law if you are a resident of Scotland, with such courts having exclusive jurisdiction over any claim arising from, or relating to, your access to or use of this Site. Company reserves the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant jurisdiction.

Arbitration

Any dispute arising out of or in connection with these terms shall be referred to and finally resolved by the London Court of International Arbitration ("LCIA") and by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales (unless otherwise determined above). Where applicable, class members shall consent to class arbitration.

Termination

Company reserves the right at any time and for any reason to terminate this Agreement with you, without notice to you. Company shall not be liable for any damages or loss, such as loss of sales or profits, as a result of any termination of your access to the Site or to the network in accordance with this section. You may demonstrate your withdrawal of consent to these terms at any time by ceasing to use the Site. However, all applicable provisions of these terms will survive termination, as outlined below. Any licenses Company has granted, and any right to use the Site, shall immediately cease upon termination of your Site access.

Feedback

The Company welcomes your feedback and suggestions about our Site and our products or services. By transmitting any feedback or suggestions and any related information, material, or other content (collectively, "Feedback") to Company, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such Feedback to Company. Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such information, material, or content, and you hereby waive any claim to the contrary.

Rights of Third Parties

No rights accruing to the user of this Site shall extend to any third party, including any counterparty, intermediary, bank, or other third party that may be connected to you or your activity.

Survival

The provisions concerning Intellectual Property, Feedback, Disclaimers, Governing Law, Termination, and the Miscellaneous terms will survive the termination or expiration of any agreement which you may make with the Company, of which these Terms and Conditions of Use form a part.

Complaints and Compensation

If you have a complaint in respect of the services described in these Terms and Conditions of Use, in the first instance, you should contact us through the form provided on this Site or write to the Head of Compliance at Platinum House, Suite 5, 23 Hinton Rd, Bournemouth BH1 2EF. We shall investigate the situation and if necessary, attempt to put matters right as quickly as possible. You should expect a response within three (3) business days. Where appropriate we shall also take steps to prevent a recurrence.

If you remain dissatisfied after our response, please contact the Financial Ombudsman Service, is a body set up by law to give consumers a free and independent service for resolving disputes with financial services firms. Further information is available at www.financialombudsman.org.uk.

Amendment

Company reserves the right to change the terms and conditions of this Agreement and by which the Site is extended to you by providing you in writing or electronically a copy of such revised terms (or notice thereof). Company also has the exclusive right to provide updates, upgrades, or changes to, or to suspend, discontinue, or modify any aspect of the Site at any time. Your continued use of the Site following any such change

to such Site will be deemed acceptance to be bound by any such change to this Agreement or the Site. If You have any questions about these Terms and Condition of Use, You may contact us via e-mail at: info@ukpaydayloan.com, by telephone at [0808.189.0649](tel:0808.189.0649), or in writing sent via certified mail to: T Dot UK, Platinum House, Suite 5, 23 Hinton Rd, Bournemouth BH1 2EF, United Kingdom, Attn: Office of the General Counsel.