

FUNDING ALLIANCE AD - TERMS OF USE

Last updated: 22 April 2026

1. About Us

Funding Alliance AD ("**Funding Alliance**", "**we**", "**us**" or "**our**") is a non-bank financial institution incorporated under the laws of the Republic of Bulgaria (UIC 208007365), with its registered office at 28 Jawaharlal Nehru Blvd., Floor 2, Office 40-46, Lyulin 7, Sofia, 1324, Bulgaria. We are registered as a financial institution with the **Bulgarian National Bank (BNB)** under registration number BGR00506 and are subject to applicable Bulgarian financial services legislation.

We operate a digital lending platform through which eligible business applicants may apply for financing products offered by Funding Alliance (the "**Platform**").

2. Scope and Acceptance

These Terms of Use ("**Terms**") govern your access to and use of:

- our website at www.fundingalliance.com (the "**Website**"); and
- the Funding Alliance lending Platform and any associated digital services made available to you.

By accessing the Website or Platform, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree, you must not use the Website or Platform.

These Terms apply in addition to any separate financing agreement or other contractual documentation entered into between you and Funding Alliance. In the event of a conflict between these Terms and any such agreement, the terms of that agreement shall prevail.

3. Eligibility

The Website and Platform are intended exclusively for use by **businesses** and their duly authorised representatives. They are not directed at, and may not be used by:

- individuals acting in a personal capacity for non-commercial purposes; or
- any person under the age of 18.

By using the Website or Platform, you confirm that:

- you are accessing and using the Website or Platform on behalf of a legally incorporated business;
- you have the authority to bind that business to these Terms; and
- your business and its application for financing meet the eligibility criteria set out by Funding Alliance from time to time.

Funding Alliance reserves the right to refuse access to or use of the Platform to any applicant or user at its discretion.

4. Platform Access and Registration

4.1. Account Registration

Access to the Platform requires registration. When registering, you must provide accurate, complete and current information about yourself and your business. You must update your account information promptly if it changes.

4.2. Account Security

You are responsible for maintaining the confidentiality of your account credentials. You must not share your login details with any other person. You must notify us immediately at legal@fundingalliance.com if you become aware of any unauthorised access to or use of your account.

We are not liable for any loss or damage arising from your failure to maintain the security of your account credentials.

4.3. Suspension and Termination of Access

We reserve the right to suspend or terminate your access to the Platform at any time, with or without notice, where:

- we reasonably suspect a breach of these Terms or any separate financing agreement or other contractual documentation entered into between you and Funding Alliance;
- we are required to do so by law, regulation or a competent authority; or
- we determine that continued access poses a risk to the security or integrity of the Platform or to other users.

5. Use of the Website and Platform

5.1. Permitted Use

You may use the Website and Platform solely for the purposes of:

- accessing information about Funding Alliance's financing products and services;
- submitting and managing applications for financing on behalf of your business;
- managing your existing financing arrangements with Funding Alliance; and
- communicating with Funding Alliance in connection with the above.

5.2. Prohibited Use

You must not use the Website or Platform to:

- provide false, misleading or incomplete information in any application or communication;
- impersonate any person or entity or misrepresent your authority to act on behalf of a business;
- attempt to gain unauthorised access to any part of the Platform or to any other user's account;
- introduce viruses, malware, or any other harmful or disruptive code or technology;

- engage in any conduct that disrupts or interferes with the operation or security of the Platform;
- use automated tools, scripts or scrapers to access or extract data from the Website or Platform without our prior written consent;
- use the Website or Platform for any unlawful purpose, including money laundering, fraud, or any other financial crime; or
- reproduce, distribute or commercially exploit any content from the Website or Platform without our prior written consent.

6. Accuracy of Information and User Representations

By submitting any application, document or information through the Platform, you represent and warrant to Funding Alliance that:

- all information provided is accurate, complete, not misleading and up to date at the time of submission;
- all documents submitted are genuine and have not been altered or falsified in any way;
- you have the authority to submit information and documents on behalf of your business and, where applicable, on behalf of any third party whose information is included; and
- you will promptly notify us if any information previously provided becomes inaccurate or materially changes.

Funding Alliance may withdraw, suspend or cancel any financing offer, approval or agreement where it determines, acting reasonably, that information provided was inaccurate, incomplete or misleading. Any such withdrawal is without prejudice to any other rights or remedies available to Funding Alliance.

7. AML, KYC and Regulatory Compliance

7.1. Cooperation with Checks

Funding Alliance is subject to anti-money laundering and counter-terrorist financing obligations under applicable Bulgarian and EU legislation, including the Measures Against Money Laundering Act (MAMLA) and applicable EU AML Directives. You agree to cooperate fully with all identity verification, customer due diligence and enhanced due diligence procedures required by Funding Alliance, including:

- providing all documents and information requested in connection with KYC and AML checks promptly and in the form required;
- submitting to remote identity verification procedures where required - details of how your personal data is processed in connection with identity verification are set out in our [Privacy Policy](#) and
- notifying us promptly of any material change in your ownership, control structure or regulatory status.

Funding Alliance may decline to process an application or suspend access to the Platform where you fail to provide required information or documentation within a reasonable time.

7.2. Sanctions Compliance

By using the Website or Platform, you represent and warrant that:

- neither you, your business, nor any director, shareholder or ultimate beneficial owner of your business is a designated person or entity under any applicable sanctions regime, including EU, UN or Bulgarian sanctions;
- the funds in connection with which you are applying for financing are not derived from, and will not be used in connection with, any sanctioned activity or person; and
- you will notify us immediately if any of the above representations cease to be accurate.

Funding Alliance reserves the right to suspend or terminate access and to decline or cancel any application or financing arrangement where it has reasonable grounds to suspect a breach of applicable sanctions.

7.3. Regulatory Reporting

You acknowledge that Funding Alliance may be required by applicable law or regulatory obligation to file reports with, or disclose information to, competent authorities — including in respect of suspicious transactions — without prior notice to you and without incurring any liability to you as a result.

8. Information on the Website

8.1. General Information Only

The content on our Website is provided for general informational purposes only. It does not constitute financial advice, a binding offer, or a commitment to provide financing. Financing is subject to eligibility assessment and the formal terms of any financing agreement.

8.2. Accuracy

We take reasonable care to ensure that information on the Website is accurate and up to date. However, we do not warrant the completeness or accuracy of any information published on the Website and reserve the right to update or withdraw content at any time without notice.

8.3. No Reliance

You should not rely on information published on the Website as the basis for any business or financial decision. You should seek independent professional advice where appropriate.

9. Intellectual Property

9.1. Ownership

All intellectual property rights in and to the Website, the Platform and their contents — including but not limited to text, graphics, logos, icons, user interface elements, software, source code, algorithms, credit scoring models, data compilations, databases and other proprietary technology — are and shall remain the property of Funding Alliance or its licensors. Nothing in these Terms transfers any intellectual property rights to you.

9.2. Licence to Use

Subject to your compliance with these Terms, Funding Alliance grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website and Platform solely for the purposes set out in Section 5.1. No other licence is granted, whether express or implied. All rights not expressly granted are reserved.

9.3. Restrictions

You must not, without our prior written consent:

- copy, reproduce, modify, adapt, translate or create derivative works from any content or software on the Website or Platform;
- reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software forming part of the Platform;
- remove, obscure or alter any proprietary notices, labels or marks on the Website or Platform; or
- use any content from the Website or Platform for any commercial purpose beyond the permitted use set out in Section 5.1.

9.4. User-Submitted Content

Where you upload, submit or transmit documents, data or other content to the Platform ("**User Content**"), you retain ownership of that User Content. By submitting User Content, you grant Funding Alliance a non-exclusive, worldwide, royalty-free licence to use, process, store and reproduce that User Content solely to the extent necessary to:

- operate the Platform and assess your application for financing;
- comply with Funding Alliance's legal and regulatory obligations; and
- manage any financing arrangement entered into with you.

You warrant that you have the right to submit all User Content and that its submission and use by Funding Alliance in accordance with these Terms does not infringe the rights of any third party.

9.5. Feedback

If you provide Funding Alliance with feedback, suggestions or ideas regarding the Website or Platform, Funding Alliance may use such feedback freely and without restriction or obligation to you, including for the purposes of improving or developing its products and services.

9.6. Third-Party Intellectual Property

The Website and Platform may incorporate third-party software, open source components or licensed technology. Such components remain subject to the intellectual property rights of their respective owners and are used by Funding Alliance under licence. Nothing in these Terms grants you any rights in respect of third-party intellectual property.

9.7. Survival

The provisions of this Section 9 shall survive termination or expiry of your access to the Website or Platform.

10. Regulatory Status and Financial Promotions

Funding Alliance AD is a non-bank financial institution registered with the Bulgarian National Bank. Our financing products are available to eligible businesses only and are not consumer credit products.

Nothing on the Website constitutes a financial promotion, investment advice, or a regulated activity beyond the scope of Funding Alliance's registration. Funding Alliance does not provide investment, legal or tax advice.

Any indicative rates, terms or product descriptions published on the Website are for illustrative purposes only and are subject to individual credit assessment and the formal terms of any financing agreement.

11. Limitation of Liability

11.1. Availability

We do not warrant that the Website or Platform will be available at all times or free from interruptions, errors or security vulnerabilities. We will take reasonable steps to maintain availability but accept no liability for any loss arising from downtime, maintenance, regulatory-directed suspension or technical failure.

11.2. Exclusion of Liability

To the fullest extent permitted by applicable law, Funding Alliance excludes all liability for:

- any indirect, consequential, special or economic loss arising from your use of the Website or Platform;
- any loss of data, business, profits, revenue or opportunity arising in connection with the Website or Platform;
- any reliance on information published on the Website; and

- any act or omission of a third-party service provider engaged in connection with the Platform, including identity verification providers or open banking services.

11.3. No Exclusion of Mandatory Rights

Nothing in these Terms excludes or limits our liability for fraud, wilful misconduct, gross negligence, or any other liability that cannot lawfully be excluded or limited under applicable Bulgarian law.

11.4. User Indemnity

You shall indemnify, defend and hold harmless Funding Alliance and its officers, directors, employees, agents and representatives from and against any and all losses, liabilities, costs, claims, damages and expenses (including reasonable legal fees) arising out of or in connection with:

- any breach by you of these Terms;
- any inaccuracy, incompleteness or misrepresentation in any information or documentation submitted by you through the Platform;
- any infringement by you of any third party's intellectual property or other rights in connection with your use of the Website or Platform; or
- any breach by you of applicable law, including any applicable AML, sanctions or data protection legislation.

This indemnity shall not apply to the extent that the relevant loss or liability arises from Funding Alliance's own fraud, wilful misconduct or negligence. The indemnity set out in this Section 11.4 is without prejudice to any other rights or remedies available to Funding Alliance.

12. Force Majeure and Regulatory Action

To the fullest extent permitted by applicable law, Funding Alliance shall not be liable for any failure or delay in performing its obligations under these Terms arising from circumstances beyond its reasonable control, including acts of God, natural disasters, cyberattacks, telecommunications failures, regulatory direction, court orders, sanctions restrictions, or any other event outside Funding Alliance's reasonable control. Funding Alliance will take reasonable steps to mitigate the effects of such events and resume normal operations as soon as practicable.

13. Complaints

13.1. How to Complain

If you have a complaint about the Website, Platform or any service provided by Funding Alliance, you may submit your complaint in writing to:

Funding Alliance AD - Complaints Email: legal@fundingalliance.com Address: 28 Jawaharlal Nehru Blvd., Floor 2, Office 40-46, Lyulin 7, Sofia, 1324, Bulgaria

Please provide full details of your complaint, including your name, business name, contact details and a description of the issue.

13.2. Handling and Response

We will acknowledge receipt of your complaint promptly and aim to provide a substantive response within **30 calendar days**. Where a complaint is complex, we will keep you informed of progress.

13.3. Escalation

If you are not satisfied with our response, you may have the right to escalate your complaint to the relevant competent authority. Depending on the nature of your complaint, this may include:

- the **Bulgarian National Bank (BNB)** in respect of matters relating to our lending activities and regulatory compliance; and/or
- the **Commission for Personal Data Protection (CPDP)** in respect of matters relating to the processing of personal data.

14. Data Protection and Cookies

We process personal data in connection with your use of the Website and Platform in accordance with our [Privacy Policy](#).

We use cookies and similar technologies on our Website and Platform as described in our [Cookie Policy](#).

15. General

15.1. Entire Agreement

These Terms, together with our [Privacy Policy](#), [Cookie Policy](#) and any financing agreement or other contractual documentation entered into between you and Funding Alliance, constitute the entire agreement between the parties in respect of your use of the Website and Platform and supersede all prior representations, agreements or understandings relating to the same subject matter.

15.2. Severability

If any provision of these Terms is found by a competent court or authority to be unlawful, invalid or unenforceable, that provision shall be severed from the remainder of these Terms, which shall continue in full force and effect.

15.3. Waiver

No failure or delay by Funding Alliance in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy. A waiver of any breach of these Terms shall not constitute a waiver of any subsequent breach.

15.4. Electronic Communications

You agree that communications from Funding Alliance delivered by email or by notification through the Platform constitute valid written notices for the purposes of these Terms. You are responsible for ensuring that the contact details registered on your account are accurate and current.

For the purposes of administering your account, processing your application and managing any financing arrangement, Funding Alliance will communicate with you using the contact details registered on your account. Details of how we process your personal data, including the legal bases on which we rely, are set out in our [Privacy Policy](#). You are responsible for ensuring that the contact details held on your account remain accurate and up to date. You acknowledge that messages transmitted over the internet or any telephone network cannot be guaranteed to be entirely secure and may be subject to interception, loss or alteration by third parties. Funding Alliance is not liable for any loss or damage arising from any message that is lost, intercepted or altered in transmission, whether sent by you to us or by us to you.

15.5. Assignment

You may not assign, transfer or subcontract any of your rights or obligations under these Terms without our prior written consent. Funding Alliance may assign or transfer its rights and obligations under these Terms to any group company or successor entity, provided that your rights under any existing financing agreement are not materially adversely affected.

15.6. Third-Party Rights

These Terms do not confer any rights on any third party.

16. Governing Law and Jurisdiction

These Terms are governed by the laws of the **Republic of Bulgaria**.

Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be subject to the exclusive jurisdiction of the competent courts of the **Republic of Bulgaria**.

17. Changes to These Terms

We may update these Terms from time to time to reflect changes in our services, applicable law or regulatory requirements. We will notify you of material changes by publishing the updated Terms on our Website and, where appropriate, by direct communication. Your continued use of the Website or Platform following notification of changes constitutes your acceptance of the updated Terms. If you do not agree to any changes, you must cease using the Website and Platform.

The latest version of these Terms will always be available at www.fundingalliance.com.

18. Contact

If you have any questions about these Terms, please contact us at:

Funding Alliance AD 28 Jawaharlal Nehru Blvd., Floor 2, Office 40-46, Lyulin 7, Sofia, 1324, Bulgaria Email: legal@fundingalliance.com Website: www.fundingalliance.com