

Back Her Business

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Funding terms and conditions

1. Parties and Services

- 1.1. Back Her Business is a programme run by Royal Bank of Scotland plc ('We' or 'Us') incorporated in Scotland (Company number SC083026) and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB.
- 1.2. The programme is run in conjunction with Crowdfunder Ltd incorporated in United Kingdom (company number 07831511) having its registered office at **5-7 The Crescent, Newquay, England TR7 1DT**.
- 1.3. **Back Her Business** provides access to eligible individuals ('You') to coaching, role models, networking events and business tools designed to help You in starting Your business (the 'Services').
- 1.4. In order to register for Back Her Business, You will need to provide certain information about Yourself and Your business. You will find this information when registering Your project and further information can be found in our Privacy Notice below.

2. Crowdfunder Terms

- 2.1. You agree to abide by the Crowdfunder terms and conditions at all times at www.crowdfunder.co.uk/terms-conditions. The Crowdfunder terms apply to the making of any Grant by Us and the provision of the Services in addition to these terms, You agree We may rely on and take the benefit of those terms as though We were Crowdfunder including any exclusions of liability applicable to Crowdfunder.

3. Guidance

- 3.1. The Services are for general guidance and information only. **You acknowledge and accept that the Services do not and will not constitute advice** of any kind and You are responsible for ensuring that Your Project (as defined by Crowdfunder terms) meets all applicable laws and regulations.
- 3.2. You agree to complete an impact survey as requested by Crowdfunder from time to time.

4. Grant

- 4.1. As part of Back Her Business You will have the opportunity to apply for a Grant. The Grant is subject to the written eligibility criteria set out in our application process. If You meet that eligibility criteria and are successful, then this clause will apply to the Grant:-
 - 4.1.1. We have entered into an agreement with Crowdfunder to provide finance to women who meet certain criteria and would like to test their business idea.
 - 4.1.2. The Grant is a sum of money that We provide to You to assist with Your Project (as defined by the Crowdfunder Terms).
 - 4.1.3. Crowdfunder will pay the Grant directly to You. You agree to only use the Grant for the purpose of the Project.
 - 4.1.4. We may publicise, or use for marketing details aggregated figures of Grants made available under the agreement with Crowdfunder.
 - 4.1.5. We and You are of the view that the Grant is freely given without any reciprocal benefit given by You to Us.

5. The nature of the Services or Grant

- 5.1. Nothing in these Terms, and no action taken by You or Us pursuant to the Terms, shall constitute, or be deemed to constitute a partnership, relationship, agency or joint venture, of any kind.

6. Intellectual Property and Publicity

- 6.1. All intellectual property rights (including copyright) in any materials provided by Us to You as part of **Back Her Business** belong to Us. You must not use, sell, copy or amend Our materials in whole or in part without Our prior written consent.
- 6.2. If You request Us to use, or incorporate any material into, any material provided by You, You warrant that the proposed use or incorporation thereof into such material does not breach any third party's intellectual property rights.
- 6.3. You shall not publish any material referring to Us without our prior written agreement.

7. Liability and Exclusions

- 7.1. Our total liability under or in connection with these Terms, including liability (whether in contract, tort or otherwise howsoever) for all acts and omissions by Us, including acts or omissions of Our employees, agents and subcontractors is limited to the amount of the Grant (or £100 where there is no Grant).
- 7.2. We shall not be liable to You, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for:
 - 7.2.1. loss of business, profit, anticipated savings, opportunity;
 - 7.2.2. loss of goodwill; or
 - 7.2.3. any indirect, consequential loss arising under or in connection with this contract.
- 7.3. We shall not be liable for any losses arising from You providing incorrect or insufficient information or failing to provide necessary information in connection with Back Her Business. We are not responsible to You or any third party for the nature or quality of Your project nor for the success or failure of Your business. Nothing in these terms is to be construed as a guarantee in respect of Your business.
- 7.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, hereby excluded.
- 7.5. Nothing in these Terms shall limit or exclude Your or Our liability:
 - 7.5.1. for death or personal injury caused by Your or Our negligence;
 - 7.5.2. for any fraud or fraudulent misrepresentation;
 - 7.5.3. to the extent such limitation or exclusion is not permitted by law.

8. Force majeure

- 8.1. We shall not be liable to You for any breakdown of or failure to perform any obligations under these Terms as a result of an event of force majeure which shall include (but is not limited to) acts of God, war, strikes, lock outs, civil commotion, mechanical or technical difficulties, or any other cause whatsoever beyond Our reasonable control.

9. General

- 9.1. These Terms are personal to You and may not be assigned by You without Our written consent.
- 9.2. These Terms contain the entire agreement between You and Us with regard to its subject matter and supersedes all previous contracts between You and Us in respect of such subject matter.
- 9.3. We will exercise reasonable care and skill in providing the Services to You based on the information provided by You, but You will remain responsible for the accuracy of that information and the consequences if it is inaccurate. You remain solely responsible for the success or failure of the Project.
- 9.4. You must notify Us promptly of any changes to Your details, including any change to Your legal status.

- 9.5. You acknowledge and agree that We have the right to make reasonable amendments to these terms at any time, at Our absolute discretion.
- 9.6. A person who is not a party to these Terms will have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms.
- 9.7. The Services may be amended or changed at any time and We will normally give You reasonable written notice of that change unless it is urgent or the context does not permit the notice in which case We will let You know about the change afterward.

10. Complaints

- 10.1. If You have any complaints We will wish to deal with these in a timely manner for You. Please contact BackHerBusiness@rbs.co.uk with any complaints about the Services.

11. Law

- 11.1. These Terms are governed by English law and are intended to be legally binding, and any dispute arising out of the terms of this letter shall be subject to the exclusive jurisdiction of the English Courts.

Privacy notice

The name and contact details of our organisations

This privacy notice applies to all personal information processing activities carried out by Royal Bank of Scotland plc (Royal Bank) ('We') in relation to the Back Her Business programme, in conjunction with Crowdfunder Ltd.

The name and contact details of our representative

Our principal address is 36 St Andrew Square, Edinburgh EH2 2YB and our contact details can be located at rbs.co.uk.

The contact details of our data protection officer

We want to make sure you are aware of your rights in relation to the personal information we process about you. We have described those rights and the circumstances in which they apply below. If you wish to exercise any of these rights, if you have any queries about how we use your personal information that are not answered here, or if you wish to complain to our Data Protection Officer, please contact us at 0345 724 2424. Overseas number: +44 1315 498 888. Minicom: 0800 404 6160.

Please note that in some cases, if you do not agree to the way we process your information, it will not be possible for us to provide you with support and information or funding for your business idea.

The purposes of processing

If you agree, we will use the information that you provide to:

1. Review your business idea, enrol you in the Back Her Business programme and provide you with information on coaching, opportunities to meet role models and networking through our partner Crowdfunder. We will also provide information about events and business tools and access to our Pre-Accelerator programme.
2. Crowdfunder Ltd will determine if you meet our eligibility criteria to receive funding for your business idea from Royal Bank.
3. If your funding application is successful, agents working on behalf of Royal Bank will contact you regarding PR, media and marketing.

The lawful basis for processing

Where necessary to comply with our Legal Obligations

- to keep a record relating to the exercise of any of your rights relating to our processing of your personal information and
- to handle and resolve any complaints we receive relating to the provision of the Back Her Business programme.

Where necessary for us to pursue our Legitimate Interests

Royal Bank has a legitimate interest in processing your personal information as a Project Owner to facilitate the registration of your project as part of the Back Her Business programme.

If you apply for top-up funding, it is in Royal Bank's Legitimate Interests to process your personal information to assess eligibility for funding.

How we obtain information

1. Information you give to us including your email address, mobile telephone number and post code;
2. Information that we receive from Crowdfunder, in assessing Your eligibility to receive funding;
3. Information we receive from PNE, our 3rd party grant administrator;
4. Biographical – Your life experiences, shared by you to support your project registration and additional funding application;
5. Marketing preferences.

Who we share your information with

Royal Bank will share your information for the purposes of the Back Her Business programme, with our third party grant administrator PNE.

The details of transfers of the personal data to any third countries or international organisations (if applicable)

Your data will not be transferred outside of the European Economic Area (EEA).

The retention periods for the personal data

We will retain your personal information for no longer than 7 years.

The rights available to individuals in respect of the processing

We want to make sure you are aware of your rights in relation to the personal information we process about you. We have described those rights and the circumstances in which they apply in the table below.

- Access – You have a right to get access to the personal information we hold about you
- Rectification – You have a right to rectification of inaccurate personal information and to update incomplete personal information
- Erasure – You have a right to request that we delete your personal information
- Restriction – You have a right to request us to restrict the processing of your personal information
- Objection – You have a right to object to the processing of your personal information
- Lodge a complaint – If you wish to raise a complaint on how we have handled your personal information, you can contact our Data Protection Officer who will investigate the matter. We hope that we can address any concerns you may have, but you can always contact the Information Commissioner's Office (ICO). For more information, visit <https://ico.org.uk/>

The Royal Bank of Scotland plc. Registered in Scotland No. SC083026.
Registered Address: 36 St Andrew Square, Edinburgh EH2 2YB.
Authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and Prudential Regulation Authority.
Financial Services Firm Reference Number is 114724.

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