

Terms and Conditions

1. INTRODUCTION

- 1.1. Tabeo Broker Limited ("**Tabeo Broker**") is a limited liability company registered in England and Wales, number 10416530. Tabeo Broker's registered office address is C/O Fox Williams, 10 Finsbury Square, Finsbury, London EC2A 1AF. Tabeo Broker is authorised and regulated by the Financial Conduct Authority ("**FCA**") under Financial Services Register number 777539. Tabeo Broker is also registered with the Information Commissioner's Office under registration number ZA260247.
- 1.2. Tabeo Limited ("**Tabeo Ltd**") is a limited liability company registered in England and Wales, number 10363602. Tabeo Ltd's registered office address is C/O Fox Williams, 10 Finsbury Square, Finsbury, London EC2A 1AF. Tabeo Ltd is also registered with the Information Commissioner's Office under registration number ZA260299.
- 1.3. Tabeo Ltd and Tabeo Broker each work with healthcare professionals and other businesses registered with them ("**Merchants**") and consumers who purchase, or intend to purchase, goods or services from Merchants ("**Customers**").
- 1.4. For Merchants, Tabeo Broker provides Merchants with loan servicing where the Merchant itself will provide credit to customers ("**Loan Servicing**") and provides payment services to allow Merchants to take payments directly from their Customers ("**Payment Services**"), and Tabeo Ltd offers Merchants certain marketing services ("**Px Suite**").
- 1.5. For Customers, Tabeo Ltd arranges subscription services for Customers ("**Subscriptions**").
- 1.6. For Merchants and Customers, Tabeo Broker connects Merchants and Customers with lenders so Customers can access credit (with or without interest) when purchasing goods or services from Merchants ("**Finance**").
- 1.7. Loan Servicing, Payment Services, Px Suite, Subscriptions and Finance are, together, the "**Products**".
- 1.8. Both Tabeo Ltd and Tabeo Broker trade as Tabeo. In these terms and conditions, reference to "**Tabeo**", "**we**" or "**us**" is a reference to either.
 - a) Tabeo Ltd, in relation to Px Suite and Subscriptions; or
 - b) Tabeo Broker, in relation to Loan Servicing, Payment Services and Finance.

Save as specifically noted above, any other reference to "**Tabeo**", "**we**" or "**us**" are to both Tabeo Ltd and Tabeo Broker. "**You**" means the Customer or the Merchant, as the context requires.

- 1.9. Tabeo Ltd operates the website www.tabeo.co.uk, which provides an online platform ("**Platform**") that allows Merchants and Customers to receive the Products (as applicable) as well as to allow the Merchants to offer Finance and Subscriptions to Customers through Tabeo. The Products are provided via mobile application,

www.tabeo.co.uk, app.tabeo.co.uk, merchant.tabeo.co.uk, leads.tabeo.co.uk and m.tabeo.co.uk (together, the "Site").

1.10. The purpose of the Site is to:

- a) facilitate the arrangement of loan agreements in relation to Finance ("**Loan Agreements**") for Customers;
- b) facilitate the arrangement of Subscriptions between Customers and Merchants;
- c) provide the Px Suite to Merchants;
- d) provide the Payment Services for Merchants to offer to Customers; and
- e) to provide any other products or services offered by Tabeo from time to time that we are affiliated with, as well as to provide any other products or services offered by Tabeo from time to time.

1.11. Customers should refer to the Merchant for details of any terms and conditions associated with your borrowing or repayment.

1.12. Customers and Merchants (as applicable) will also need to refer to:

- a) the Loan Agreement between Tabeo and the Customer for the terms and conditions associated with your borrowing and repayment;
- b) the agreement in relation to Subscriptions for the terms and conditions relating to Subscriptions;
- c) the agreement in relation to Payment Services for the terms and conditions relating to it; and
- d) any other relevant agreement or terms and conditions for any specific Product.

1.13. By accessing or using the Site through any means, you are agreeing to be bound by these terms and conditions which govern your application for and use of the Product and the Site (the "**Terms & Conditions**") together with our Privacy Notice available at www.tabeo.co.uk/privacy-policy , which sets out how we process personal data we collect from you and how we use cookies.

1.14. If you are a Merchant, the Site refers to merchant.tabeo.co.uk, and not app.tabeo.co.uk, and the following paragraphs of these Terms & Conditions apply to you and your employees, officers, representatives, agents, contractors and subcontractors: 1, 2, 5, 6, 7, 9, 11.1 to 11.6 and 11.8 and, where applicable, the Privacy Notice. If there are any direct conflicts between these Terms & Conditions and the Merchant terms and conditions available at merchant.tabeo.co.uk, those Merchant terms and conditions shall take precedence.

1.15. We can make changes to these Terms & Conditions and/or to the way we operate the Site from time to time and will take reasonable steps to bring any material changes to your attention. If you do not agree to these Terms & Conditions or to any changes made to them, you must not use, and must cease using, the Site.

2. ACCESS TO AND USE OF THE SITE

2.1. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis and we may need to suspend access to the Site, or any part of it, without notice where we are required to do so by any related amendment, re-enactment, subordinate legislation and regulations ("**Applicable Law**") or where the Site is unavailable through no fault of our own. In

other circumstances we will give you at least 7 calendar days prior notice by posting such notice on the Site before it will be unavailable.

- 2.2. We will not be liable to you if, for any reason (other than our negligence, breach of contract, wilful default or fraud), the Site is unavailable at any time or for any period.
- 2.3. You are responsible for making all arrangements necessary for you to have access to the Site.
- 2.4. Where the Products are being accessed from any website other than the Site, you agree to comply with both these Terms & Conditions and any terms of use relating to the third party website. Where there is a difference between these Terms & Conditions and those of any other website operating the Site, these Terms & Conditions will prevail.
- 2.5. You will not access or use the Site except for their intended purpose and will not attempt to:
 - a) gain unauthorised access to, make unauthorised alterations to, or introduce any kind of malicious code to the Site or Tabeo by any means;
 - b) reverse engineer or decompile (whether in whole or part) the Site or any software available through the Site;
 - c) make copies, modify, reproduce, transmit, alter or distribute all or any part of the Site or any material or information contained in them, other than as permitted by law;
 - d) use the Site for any purpose that is unlawful under any Applicable Law;
 - e) use the Site to commit any act of fraud;
 - f) use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing'); or
 - g) use the Site in any manner that disrupts their operation.
- 2.6. You will not disguise or interfere in any way with the IP address of the computer you are using to access the Site or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Site.
- 2.7. The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site will be governed by the terms and conditions of that third party site.
- 2.8. We do not guarantee that the Site will be secure or free from bugs or viruses.
- 2.9. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

3. PRODUCTS

3.1. Tabeo Broker and Tabeo Ltd (as applicable) will provide you with the relevant Products, or arrange the relevant Products for you, subject to the terms and conditions set out in these Terms & Conditions.

3.2. By making an application to use or receive any of the Products via the Site, you agree and confirm:

- a) all the information you have provided to us and the Merchant is accurate and correct and you are the recipient of the relevant Product or are otherwise authorised on behalf of the recipient to provide the information to us;
- b) you can enter into a legally binding agreement with us;
- c) you will only use the Site for the purposes envisaged by these Terms & Conditions and the Loan Agreement, agreement in relation to Subscriptions or other agreement applicable to the relevant Product (as applicable);
- d) you have provided a current address, telephone number and e-mail address and will notify us immediately if your contact details change;
- e) you are over 18 years of age and under 80 years of age and capable of taking responsibility for your own actions;
- f) you hold a current account at a UK bank or building society;
- g) in respect of Finance or Subscriptions:
 - i) you are a resident of the United Kingdom (excluding the Channel Islands and Isle of Man) or have a right to stay in the United Kingdom (excluding the Channel Islands and Isle of Man) for at least 12 months;
 - ii) you have a good credit history with no debt relief orders, county court judgments, individual voluntary arrangements or bankruptcies; and
 - iii) at any time we can use any means that we consider necessary to verify your identity with any third party providers of information. Please refer to our [Privacy Notice](#) for details of steps we undertake to do this.

3.3. To apply, register or pay for the relevant Product you must:

- a) choose a Product;
- b) if applicable, select your preferred period for repayment within the limits prescribed by Tabeo;
- c) provide personal information for use in conducting credit checks, including your name, date of birth, billing and mailing address, email address, telephone number, debit card details and/or, if applicable, bank account details;
- d) provide personal information for use in conducting identity checks (in some instances including your passport details and/or a recent utility bill); and
- e) provide all other information and tick all boxes prompted on the Site.

- 3.4. You must provide us with all information requested during the application, registration or payment process and comply with all our identification and anti-money laundering requirements to enable us to comply with all laws, regulations, rules and regulatory guidance applicable to the relevant Product.
- 3.5. We reserve the right, in our sole discretion, to refuse to provide any of the Products to you.
- 3.6. Upon receipt of your application for the relevant Product, Tabeo shall:
- a) conduct, or arrange for a third party to conduct, credit checks using the personal data you have provided to us and the Merchant;
 - b) conduct, or arrange for a third party to conduct, identity checks;
 - c) assess your application for the relevant Product; and
 - d) issue a decision to grant or deny your application for the relevant Product.
- 3.7. We may ask you to grant us read-only access to your bank accounts via secure APIs to provide us with additional credit information about you which will help us to make a better informed credit decision on you. If you do not grant us such access, it may adversely affect our decision to grant your application for the relevant Product.
- 3.8. The decision to grant an application for the relevant Product, and your credit amount in relation to relevant Product, is final and at the sole discretion of Tabeo.
- 3.9. If your application for credit is successful in accordance with these Terms & Conditions, Tabeo will issue to you a Loan Agreement outlining the borrowing and repayment terms relating to your purchase of the Pay Over Time.
- 3.10. Provided you meet our eligibility criteria set out in paragraph 3.2 above, we will provide you with a user account which allows you to access all information regarding your use of certain Products, including payments made and yet to be paid to us on the Site, and allows Tabeo to populate forms with your information on record for future purchases (your "**Tabeo Account**").
- 3.11. When you create a Tabeo Account, you will be asked to set a password. You agree to keep your password and Tabeo Account information strictly confidential and you must not disclose them to any third party. You agree to protect them in the same way as you would details of your bank account or your bank cards. Any failure to do so will be at your sole risk and expense.
- 3.12. You agree that we are entitled to assume all correspondence, orders, transfers and instructions made by reference to your password and Tabeo Account are made by you, and that all correspondence and instructions posted by us via your Tabeo Account have been received by you. We will not be liable for any loss that you might suffer through following such instructions whether by you or another person. You agree to inform us immediately (via the site, by e-mail or by telephone) if you know or suspect that any of your account information or password has been compromised or are being misused so that we may suspend your account.
- 3.13. We have the right to disable your Tabeo Account or password at any time if, in our reasonable opinion, you have failed to comply with any material provisions of these Terms & Conditions.

- 3.14. You agree to inform us as soon as possible if any information provided by you or contained in your Tabeo Account changes and/or if you become aware of any errors with respect to your Tabeo Account and/or if you lose access to your Tabeo Account for any reason whatsoever
- 3.15. Although we make reasonable efforts to update the information on the Site, we make no promises that the content on the Site is accurate, complete or up to date.
- 3.16. We do not provide any medical advice, diagnosis or treatment ourselves. Any material on the Site is for informational and educational purposes only. We have not reviewed or tested any of the material on the Site for factual accuracy.

4. FEES

- 4.1. No fees are payable by you to use the Site. You may be charged fees for certain Products. Such fees will be set out in the relevant terms and conditions or agreement in respect of such Product.
- 4.2. For Merchants, certain fees will be payable to Tabeo and its affiliates for their roles in arranging and providing the Products, and administering the Site. Such fees will be set out in the separate Merchant terms and conditions.

5. INTELLECTUAL PROPERTY

- 5.1. Tabeo Ltd is the owner or the licensee of all intellectual property rights in the Site and in the material published on it. These works are protected by copyright laws and all such rights are reserved.
- 5.2. Tabeo and the Tabeo logo are trade marks of Tabeo Holding Limited. Tabeo Holding Limited is the sole owner of the same. You will not make any unauthorised use of the Tabeo trade marks and any unauthorised use can result in legal action being taken against you.
- 5.3. www.tabeo.co.uk is the uniform resource locator ("URL") of both Tabeo Broker and Tabeo Ltd. You will not make any use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.
- 5.4. Tabeo owns all rights in any price data and related content on the Site. Your registration and use of our Site does not transfer any rights to the content and related intellectual property rights contained in our Site. Except as otherwise permitted by law, you agree not to monitor, use or copy our web pages or any content on the Site, including without limitation, any price data without our prior consent. Any unauthorised use or reproduction can be prosecuted.
- 5.5. Any data licensed to Tabeo from third parties is provided for use on the Site only and may not be used for any commercial purposes without the consent of such third parties.

6. OUR LIABILITY TO YOU

- 6.1. Nothing in these Terms & Conditions excludes or limits either our, or your, liability for fraud (including fraudulent misrepresentation or concealment), breach of contract, wilful default, negligence or any other liability which cannot be lawfully excluded or limited (including any liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors). Nothing in these Terms & Conditions will limit Tabeo Broker's liability owed by Tabeo Broker to you under the Financial Services

and Markets Act 2000 ("**FSMA**") or the Handbook of the FCA available at <http://fshandbook.info/FS/html/FCA/> ("FCA Rules"), and in the event of any conflict between these Terms & Conditions and FSMA or the FCA Rules then FSMA or the FCA rules (as the case may be) will prevail.

6.2. We can't guarantee that this Site will be:

- a) compatible with all or any hardware and software which you use;
- b) available all the time or at any specific time; or
- c) accurate and up to date.

6.3. Any liability arising out of a breach of these Terms & Conditions will be limited to any loss or damage that is a reasonably foreseeable consequence of such a breach and which arises directly from the actions of the defaulting party. Neither party shall be liable for any loss of profits, sales business or revenue.

6.4. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with your:

- a) any goods or services provided directly by the Merchant (whether as a result of the provision of Finance or otherwise);
- b) any acts of the Merchant;
- c) any Payment Services, Subscriptions or content advertised via Px Suite;
- d) your use of, or inability to use, the Site and/or the Products; or
- e) your use of or reliance on any content displayed on the Site,

except where such liability arises as a result of our breach of contract, negligence or fault.

6.5. We will not be liable for any loss or damage that you may suffer because of any abnormal or unforeseeable circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, for example, delays or failures caused by problems with another system or network, any breakdown or failure of transmission, communication, data processing or computer facilities, mechanical breakdown, an act of state or government, war, riot or terrorism, any act of God, the suspension of any market, postal or other strikes or similar industrial action or any prevention from or hindrance in obtaining any materials, energy or other supplies necessary for the performance of our obligations under these Terms & Conditions.

6.6. We use industry standard techniques to protect our Site from viruses and attacks but cannot guarantee that our Site will be free from viruses or other malicious software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that infects your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any Site linked to it. You should use your own virus protection software.

6.7. We will have no liability for refusing an application to borrow which you submit to us.

6.8. Tabeo's total liability to you under or in connection with the Site shall be limited to £100.

6.9. No part of these Terms & Conditions are intended to constitute an exclusion of liability which cannot be excluded under English law.

7. CONFIDENTIALITY

7.1. Tabeo and you will keep confidential and will not disclose to any third party any information that is marked or otherwise indicated as being confidential, except information that any of us is bound to disclose under any Applicable Law or by order or request of any regulatory authority or by a court of law, or to our respective professional advisers for the purposes contemplated in these Terms & Conditions, or in our cases, where disclosure is necessary to exercise any of our rights or perform any of our obligations under these Terms & Conditions.

8. TERMINATION

8.1. We can terminate your Tabeo Account by notice in writing (which can include email) to you at any time in the event that:

- a) you are in material breach of any term of these Terms & Conditions; and/or
- b) you breach any term of any agreement in relation to the Products, any related agreement, or agreement in relation to another Tabeo Service, to which you are a party; and/or
- c) we suspect that you have used the Site, or intend to use the Site, for the purpose of an illegal activity; and/or
- d) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; and/or
- e) you apply for bankruptcy or become the subject of a bankruptcy petition or order.

8.2. You can terminate your Tabeo Account by providing 7 calendar days' written notice by email to us at customers@tabeo.co.uk, provided you have no Loan Agreements or Subscriptions outstanding at the time of your request.

8.3. On termination of the Agreement, all rights granted to you under the Agreement shall cease and you must immediately cease all activities authorised by the Agreement, including your use of the Products.

8.4. Any of these Terms & Conditions which are expressly or by implication are intended to come into or continue in force on or after termination shall remain in full force and effect.

8.5. Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms & Conditions which existed at or before the date of termination or expiry.

9. LINKING

9.1. We can link to other websites which are not within our control. Once you have left our Site, we cannot be responsible for the content of other websites or for the protection and privacy of any information which you provide on these websites. Please note that these websites have their own privacy policies and website terms and conditions. We do not accept any responsibility or liability for these policies, nor do we endorse the

content of these websites. Please check their privacy policies and their website terms and conditions when you visit them and before you submit any personal data to these websites.

9.2. You may link to this Site from another website without our consent in writing if you:

a) link only to the homepage of the Site at www.tabeo.co.uk;

b) don't create frames or any other border around the Site;

c) comply with all relevant laws and regulations on the website or platform you are linking from; and

d) don't imply that we endorse or are associated with your (or any other) website, product or service.

9.3. You may not link to this Site from another website which contains inappropriate or distasteful content which reflects badly on us.

9.4. We reserve the right to withdraw linking permission without notice.

10. COMPLAINTS

10.1. We consider a complaint as being defined as an expression of dissatisfaction made by you in relation to any of the services we provide. In the event that you make a complaint, we will make every effort to rectify the problem as soon as practicably possible. If you have any complaint about this Site or any of the services we provide, you should contact our complaints department via customers@tabeo.co.uk and we will try and resolve it as soon as possible.

10.2. Should you use Tabeo Broker's credit broking or loan servicing services and you feel that your complaint or grievance has not been dealt with satisfactorily, you have the right to take your complaint to the Financial Ombudsman. If you have not received a final response letter from us within eight weeks of raising your complaint, or the final response letter has been received but is not satisfactory to you, you will need to bring your complaint to the Financial Ombudsman within six months. You can contact the Financial Ombudsman at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by calling them on 0800 023 4 567.

10.3. If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

11. GENERAL

11.1. The provisions of these Terms & Conditions are personal to you and you cannot assign or transfer any of your rights or obligations under these Terms.

11.2. We can assign our respective rights and obligations under these Terms & Conditions.

11.3. These Terms & Conditions are governed by English law and you can bring legal proceedings in respect of them and the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

11.4. If any provision of these Terms & Conditions is or becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of any other provision of these Terms & Conditions.

- 11.5. A person who is not a party to these Terms & Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms & Conditions.
- 11.6. These Terms & Conditions, together with the Privacy Notice apply howsoever you decide to access the Site (including through the website or through any mobile device application).
- 11.7. Specifically in relation to Customers:
- a) Nothing in these Terms & Conditions affects the liabilities, rights and obligations of you and the Merchant under the applicable terms between you and the Merchant.
 - b) If you are borrowing through the Site, these Terms & Conditions should be read together with the terms and conditions contained in your Loan Agreement and ancillary documents.
 - c) If you are entering into a Subscription through the Site, these Terms & Conditions should be read together with the terms and conditions contained in your Subscription and ancillary documents.
 - d) If you have any concerns regarding borrowing and debt, whilst Tabeo does not itself provide debt counselling or advice services, please contact StepChange via the following link <https://www.stepchange.org/> for further assistance.
- 11.8. If you have any questions about these Terms & Conditions, please contact our Customer Services team via www.tabeo.co.uk or by email at customers@tabeo.co.uk.
- 11.9. These Terms & Conditions were last reviewed and updated on 04 December 2020.

tabeo

COMPANY

[About](#)

[Terms & Condition](#)

[Privacy Policy](#)

[Complaints](#)

PRODUCTS

[Finance](#)

[Plans](#)

[Cards](#)

[Px Suite](#)

HELP

[FAQ](#)

[Contact](#)

COUNTRY



United Kingdom

Wales (registration number 10416530), with its registered office at C/O Fox Williams, 10 Finsbury Square, Finsbury, London EC2A 1AF. Tabeo Broker Limited is authorised and regulated by the Financial Conduct Authority and entered on the Financial Services Register, reference number 777539.

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