

SNAP Asset Finance Terms of Business

ETP Card Processing T/A SNAP Account is a Credit Broker (an intermediary) working with a panel of lenders that may be reviewed from time to time. A full and current list of SNAP Account's lender panel will be supplied to you on written request.

In the event of a finance request requiring regulation through the Financial Conduct Authority (FCA), SNAP will pass the customer through to B2B Cashflow solutions who are authorised and regulated by the FCA for the purposes of 'Credit Broking', 'Debt Counselling', and 'Debt Adjusting'. B2B is a privately owned and independent finance broker and not a lender. Details of B2B's terms of business can be found on their website <http://www.b2bcashflowsolutions.co.uk>

SNAP Account assists customers and third party introducers to secure the most suitable credit offer (that SNAP has available) for you. SNAP will always seek to obtain a credit acceptance and make a single product offer that best matches the original credit application request provided by you, however, you should be aware of other lending providers and finance brokers which may be able to offer alternative products.

SNAP has a selection of finance products that suit most finance needs. The APR and Representative Rate are detailed on the formal quotation, S.E.C.C.I. (Standard European Consumer Credit Information) and will also be detailed on any Finance Agreement you may enter into.

SNAP Account as an independent credit broker will earn commission from our lenders for transacting business on the terms we have quoted you, subject to the subsequent existence of a Finance Agreement.

ETP Card Processing T/A SNAP Account is registered under the Data Protection Act 1998 (number: ZA066748). We will treat all personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts, nor your name and address, will be disclosed to anyone, other than in the four exceptional cases, permitted by law, below:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where our interests require disclosure (this will not be used as a reason for disclosing information about you or your accounts, including your name and address, to anyone else including other companies in our Group for marketing purposes).
- Where disclosure is made at your request and with your consent. If you decide to proceed with a formal application for credit you will be required to sign our completed credit application to confirm all details you have provided are correct, and to give us permission to disclose our credit proposal and other confidential information you have provided to third parties for the specific purposes of applying for the finance detailed within that credit application.

You have the right to cancel your authority for us to use this information at any time. We confirm that you have the right of access under the Data Protection Act 1998 to your personal records held on our files, for the repayment of a fee.

Within the FCA Policy Statement 14/18 which was effective from 2nd January 2015 credit broking agreements that are distance contracts will be subject to the right to cancel within 14 days, in accordance with the Distance Marketing Directive. SNAP does not require you to enter into a credit broking agreement with us.

SNAP Account is committed to treating and handling any customer complaints fairly within DISP 1 & 2 of the FCA handbook. A copy of our complaints handling policy below

SNAP Asset Finance Complaints Policy and Procedure

Our Procedures

Any complaint verbal or written will be referred to our Asset Finance Specialists or a member of the senior management team. We will also:

- Acknowledge the complaint in writing promptly.
- Give details in our acknowledgement letter of the Financial Ombudsman Service.
- Make contact to seek clarification on any points where necessary.
- Fully investigate the complaint.
- Keep you informed of our progress.
- Discuss with you our findings and proposed response. You will receive contact from us advising on progress if we cannot respond immediately. We will let you have our final response as soon as possible and not later than eight weeks.

Adviser or Provider

Clients often express dissatisfaction to their adviser about the product provider. We will need to establish whether or not your complaint relates to the advice given, the adviser service or the service or performance of the product provider. If unclear, this must not delay investigation and we will proceed with our own investigation. We will review this matter and take the complaint to the provider if appropriate in consultation with you.

Investigation

We will establish the nature and scope of your complaint having due regards to the Financial Conduct Authority's direction:

- Deal with complaints promptly and fairly.
- Give complainants clear replies and, where appropriate, fair redress.

Eligible Complainants

It is the firm's policy to treat all complainants the same, however, eligible complainants are legally defined and have additional rights in law that we must acknowledge and adhere to. Eligible complainants are those who have a potential claim against a firm based whereby it believes he/she has suffered a financial loss due to poor advice or service that are:

- Private Individuals
- Companies within the EU definition of a microenterprise.
- Charities with an income of under £1,000,000
- Trustees of a trust with assets of under £1,000,000

The Financial Conduct Authority complaints rules apply to complaints:

- Made by, or on behalf of an eligible complainant.

- Relating to regulated activity.
- Involving an allegation that the complainant has suffered, or may suffer, financial loss, material distress or material inconvenience.
- Not resolved by close of business on the day following receipt.

Final Response

This will set out clearly the firm's decision and the reasons for it. If any compensation is offered a clear method of calculation will be shown. We must include details of the Financial Ombudsman Service in the final response if dealing with an eligible complainant and a regulated activity, we will:

- Explain that the complainant must refer the matter to the ombudsman within six months of the date of this letter or the right to use this service is lost.

Analysis

A root cause analysis will be undertaken by the firm in the case of any complaint and this will be recorded with the appropriate action having been taken.

Closing a complaint

Where the firm receives confirmation from you that you are satisfied with the findings of the investigation and any resolution, the complaint will be considered closed.

Where no confirmation has been received from you within 8 weeks of the firm's most recent letter, the complaint may also be considered closed.

Financial Ombudsman Service

The firm must co-operate fully with the Ombudsman in resolving any complaints made against it and agrees to be bound by any awards made by the Ombudsman.

The firm undertakes to pay promptly the fees levied by the Ombudsman.