

Xplan Mortgage Terms & Conditions



These terms apply to the supply of the Software and associated services by IRESS FS Limited (incorporated and registered in England and Wales with company number 02958430, whose registered office is at 1 Kingmaker Court, Warwick Technology Park, Gallows Hill, Warwick CV34 6DY ("IRESS") to the party identified in section 1 of the Order Form (the "Customer"). If at the time of agreeing these terms and conditions, the Customer and/or any Authorised User already has a licence agreement(s) in place with a member of the IRESS Group regarding the licence of The Exchange, and/or Prospector ("Existing Licences"), then clauses 2.4 and 2.5 below apply.

1 Definitions and Interpretation

1.1 For the purposes of this Agreement, the following terms bear the meanings assigned to them below and cognate expressions bear their corresponding meaning:

Additional Services means any services which the Customer may require (in addition to the provision of the Software and Support Services) as set out in an Order Form.

Agreement means:

- (a) the terms and conditions set out herein;
- (b) any Order Form(s);
- (c) any other documents incorporated by reference into the Agreement.

Authorised Processor means a Subprocessor engaged by IRESS in accordance with paragraph 9 of Schedule 1.

Authorised Users means a user who is a natural person and who is:-

- (a) an employee, agent or independent contractor of the Customer or a member of the Customer's Group; and/or
- (b) where the Customer is a network, any employee or independent contractor of the members of its network;

in each case who is authorised by the Customer to use the Services and in respect of whom the Customer is invoiced (where relevant) by IRESS.

Claim means an action, claim, demand or proceeding.

Confidential Information means information relating to the business or affairs of one party or members of its Group ("Disclosing Party") disclosed to or learnt by the other party ("Receiving Party") under or in connection with this Agreement, but does not include the Excluded Information. Confidential Information of IRESS includes all pricing and related terms pertaining to the provision of Services under an Order Form including any Third Party Services.

Confidentiality Indemnity means the indemnity provided by IRESS to the Customer under clause 10.6.

Contract Year means a twelve (12) month period commencing on the date of the Order Form and each subsequent twelve (12) month period commencing on the anniversary of that date.

Customer Content means any templates, documentation, images, formulas, calculations and any other information that is input into or included within the Software by the Customer, or is made available to IRESS by or on behalf of the Customer for incorporation within the Software.

Customer Personal Data means Personal Data which IRESS may have access to in the course of the provision of the Services and in relation to which the Customer, a member of the Customer's Group, or an Authorised User acts as Controller.

Data means any data or information made available through or which form part of or is supplied with, the Services.

Direct Agreement has the meaning given to it by clause 4.1.

Due Date in relation to a Fee means the date on which a payment is scheduled to take place by direct debit.

EEA means the European Economic Area.

End Client means a client of the Customer to whom an Authorised User provides access to the Software.

Excluded Information means information which:

- (a) is in the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party; or
- (b) the Receiving Party can prove was already known to it at the time of disclosure by the Disclosing Party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source (other than the Disclosing Party) which is entitled to disclose it.

Exchange Additional Services means certain additional services which cannot be accessed via Xplan Mortgage and which are only available directly via The Exchange, and which are listed on the Exchange website and include for example the annuity service, equity release and website templates.

Fees means the Service fees and the Third Party Fees (if any) payable for Services set as out in the Order Form.

Force Majeure Event means an event beyond a party's reasonable control (which could not have been reasonably prevented), including, but not limited to fires, floods, earthquakes, elements of nature or acts of God; epidemics, governmental intervention, war (declared or undeclared), terrorism, sabotage, revolution, riot, insurrection or civil disorder; trade embargoes, industry wide strikes, utility failures or shortages; and network attacks including a denial of service (DOS) or distributed denial of service (DDOS).

GDPR means the EU General Data Protection Regulation 2016/679.

Group means a member of the group of companies of which the party referred to forms part, comprising that party and all other companies from time to time being that party's holding company, subsidiaries of that party, subsidiaries of that party's holding company; "subsidiary" and "holding" bearing the meanings ascribed to them in Section 1159 of the Companies Act 2006.

Harmful Code means any malware, virus, disabling device or code, worm, Trojan timebomb or other harmful or destructive code.

Input Data means any information (including Customer Personal Data) that an Authorised User enters into the Software, or data that is produced by the Software as a result of the processing of that information.

Insolvency Event means a person becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order, has a receiver or administrative receiver appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or undergoes a similar or equivalent process in any jurisdiction.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Investment Loss means any direct, indirect, incidental, special or consequential loss or damage arising from or relating to investments in investment assets or securities and trading or trades in investment assets or securities, in each case made or entered into or executed erroneously or not at all (including as a result of any Service or Data accessed by an Authorised User).

IP Warranty has the meaning given to it by clause 9.2.

IRESS Group means IRESS and any company which is in the same Group as IRESS.

IRESS Services means the supply of the Software, the Support Services, and any other services detailed in the Order Form which are provided by IRESS.

Loss means any loss, liability, fines or expense (including reasonable legal fees).

Management Information has the meaning given to it under clause 6.1.

Managed Service: means site administration service in a centrally managed manner and where IRESS manages Xplan Mortgage configuration.

Managed Services Team means a team made available by IRESS to assist in the management and coordination of business, operation and technical issues as they arise from time to time.

Model Clauses means the standard contractual clauses adopted by the European Commission for the transfer of personal data from data controllers in the EU to data processors in jurisdictions outside the European Economic Area (EEA) (Decision 2010/87/EU), or any replacement clauses that are adopted by the European Commission from time to time.

Order Form means an order form detailing (amongst other things) the Software and Services purchased by the Customer.

Permitted Purpose means internal use of the Services in the course of the provision of financial advisory services.

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Privacy Legislation means (a) in relation to the period up to and including 24 May 2018, the Data Protection Act 1998 and any subordinate legislation under that Act in the UK, as such legislation may be superseded or amended from time to time; and (b) with effect from 25 May 2018, the EU General Data Protection Regulation 2016/679 (or equivalent legislation that is adopted in England and Wales) and any implementing legislation, rules or regulations that are issued by applicable supervisory authorities; and any other applicable laws, orders and regulations relating to the processing of Personal Data and privacy in England and Wales.

Privacy Indemnity means (a) in relation to the period up to and including 24 May 2018, the indemnity provided by IRESS under clause **Error! Reference source not found.**; and (b) with effect from 25 May 2018, the indemnity set out in paragraph 12 of Schedule 1.

Prospector means IRESS' software known as 'Prospector' or 'Trigold Prospector' which provides access to certain mortgage sourcing services, including client data capture, mortgage product search, KFI production and application processing services.

Registration Information has the meaning given to in under clause 3.5.

Services means IRESS Services and Third Party Services (if any), as set out in an Order Form.

Service Fees means the fees payable for the provision of the Services (but excluding the Third Party Fees) as set out in an Order Form.

Software means IRESS' software products known as 'Xplan Mortgage', The Exchange and Prospector, in each case as may be amended, supplemented or replaced from time to time by any upgrades delivered as part of the Support Services.

Special Terms means any terms agreed between the parties in an Order Form which are specific to the Services being provided to that Customer under that Order Form.

Subprocessor means any person (including any third party and any member of the IRESS Group, but excluding an employee of IRESS) appointed by or on behalf of IRESS to process Customer Personal Data on behalf of IRESS.

Support Framework means the support services to be provided by IRESS in relation to the Services as set out in IRESS' standard support framework, a copy of which is available at https://www.iress.com/index.php/download_file/4134/.

Support Services means the services described in the Support Framework.

The Exchange means IRESS' service known as 'The Exchange' which is available directly via www.exchange.co.uk and also via the protection module of Xplan Mortgage, and which includes the ability for users to request quotations and submit new business applications when accessing via Xplan Mortgage, and certain other services when accessing the Exchange directly.

Xplan Mortgage means IRESS' software known as 'Xplan Mortgage' and which includes (depending on the modules that the Customer take) the ability to search against mortgage products and obtain illustrations, request protection quotations and new business applications.

Third Party Fees means the fees payable (if any) by the Customer for access to certain Third Party Services, as set out in an Order Form.

Third Party Service Provider means a third party service provider who provides Third Party Services.

Third Party Services means any services provided by, or on behalf of, a Third Party Service Provider and shall include any data, information or software sourced from a third party and made available through, or which forms part of, the Software.

Third Party Terms has the meaning given to it under clause 4.1.

1.2 The terms "Data Controller", "Controller", "Data Processor", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Supervisory Authority" and "processing" shall have the meaning given to those terms in the Privacy Legislation, and "process" and "processed" shall be construed accordingly.

1.3 In the event that the United Kingdom leaves the EEA, then references to the "EEA" in paragraphs 9, 10 and 11 of schedule 1 to these Terms, and in paragraph (b) of the Annex, shall be replaced with "the United Kingdom".

2 Provision of the Services and Replacement of Existing Licences

2.1 The Agreement governs the overall relationship of the parties in relation to the supply of Services to the Customer. In the event of any conflict between an Order Form and these terms and conditions, the Order Form (including any Special Terms) shall prevail.

2.2 Purchase orders or similar documents issued by the Customer are for administrative purposes only and will not form part of this Agreement.

2.3 Support Services will be provided by IRESS in accordance with the Support Framework.

2.4 Subject to clause 2.5 below, if at the time of entering into this Agreement, the Customer and/or any Authorised User have Existing Licences in place, the parties agree that:

- (a) unless agreed otherwise as a special term in an Order Form, the fees payable by the Customer in relation to the Existing Licences shall remain payable;
- (b) save as set out in (a) above, the terms of this Agreement shall replace those terms of the Existing Licences which relate to the licence of The Exchange and/or Prospector (whether via a module of the Software or directly via The Exchange and/or Prospector).

Notwithstanding the foregoing, another member of the IRESS Group may continue to invoice the Customer separately for the licences it has in place in relation to The Exchange and/or Prospector.

2.5 Authorised Users who wish to take Exchange Additional Services may be required to register separately for such services and may be charged separately for the Exchange Additional Services – either on a 'pay as you go' basis (if that user has an existing subscription with IRESS Portal Limited relating to The Exchange) or (if the user does not have an existing subscription) an invoice will be generated and sent to that Authorised User. The Customer is responsible for informing its Authorised Users that use of the Exchange Additional Services may attract additional charges for which the Authorised User is individually responsible. If an Authorised User has an individual licence in place which applies to its access to the Exchange Additional Services, that licence shall continue to govern that user's receipt of the Exchange Additional Services.

3 Use of the Services and the Software

3.1 IRESS grants the Customer a non-exclusive, non-transferable, terminable licence for Authorised Users to access and use the Services for the Permitted Purpose.

3.2 The Customer shall ensure that all Authorised Users use the Services in accordance with this Agreement and the Customer shall be responsible for any breach of this Agreement by an Authorised User.

3.3 The Customer:

- (a) may not resell the Services or make them (or any part of them) available to third parties who do not fall within the definition of an Authorised User;
- (b) must ensure that its Authorised Users do not share logins or passwords provided in order to access the Services, as concurrent use is not permitted; and
- (c) must not, and must ensure that Authorised Users do not, use the Services (or permit the Services to be used) to transmit any information which is unlawful, harassing, offensive defamatory or obscene.

3.4 The Customer must not, and must ensure that Authorised Users do not:

- (a) copy, reproduce, adapt, modify, translate, or publish the Software except as necessary for backup, archival, disaster recovery or testing in connection with the Permitted Purpose or as otherwise may be allowed by applicable law which is incapable of exclusion by agreement between the parties; or
- (b) create derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive in whole or in part the source code of, or any internal file generated by, the Software.

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3.5 In order to access the Services the Customer will be required to provide certain information to IRESS regarding the Customer and its Authorised Users, as set out in the Order Form ("**Registration Information**"). The Customer shall inform IRESS of any change in the Registration Information, including any change in, or relating to, its Authorised Users (as notified in the Registration Information), including any Authorised Users who leave the Customer's organisation, and any change in FCA reference numbers.

3.6 To the extent the Customer provides any Customer Content to IRESS for inclusion in the Software:

- (a) the Customer acknowledges that it is responsible for the Customer Content and the compliance of such Customer Content with all applicable laws;
- (b) the Customer warrants that it has the right to make such Customer Content available to IRESS and for it to be included within the Software, and that the provision of such Customer Content will not infringe the Intellectual Property Rights of any person;
- (c) the Customer acknowledges that IRESS has no obligation to the Customer, and undertakes no responsibility, to review the Customer Content.

4 Third Party Services

4.1 Third Party Services provided to the Customer via the Software may be subject to terms required by the Third Party Service Provider ("**Third Party Terms**"); such terms (if any) may be set out in a direct agreement between the Third Party Service Provider and the Customer (a "**Direct Agreement**"), or may be set out in an Order Form. The Customer must comply with all Third Party Terms and any changes to them which are notified to the Customer.

4.2 If the Customer is required to enter into a Direct Agreement with a Third Party Service Provider then the Customer shall:

- (a) notify IRESS immediately if the Direct Agreement expires or is terminated; and
- (b) indemnify IRESS against any Loss that IRESS suffers or incurs as a result of the Customer not having a Direct Agreement in place or any breach of such Direct Agreement.

4.3 The Customer acknowledges that termination of this Agreement may not terminate the Customer's commitments pursuant to the Direct Agreement, and the Customer shall be responsible for terminating that arrangement separately.

4.4 IRESS may suspend or revoke access to Third Party Services at the request of a Third Party Provider. IRESS will notify the Customer as soon as reasonably practicable if IRESS is no longer able to provide Third Party Services.

4.5 The Customer agrees that neither IRESS nor any Third Party Service Provider accepts any liability with respect to Third Party Services, including in the event of non-performance, inaccuracy, error or other interruption of transmission for any reason whatsoever. In addition, the Customer acknowledges that any hypertext links to other websites, extranets or portals provided via the Software does not constitute an endorsement of the same and the Customer shall access and use the Third Party Services and links at its own risk.

5 Charges

5.1 The Customer must pay Fees in accordance with the Order Form. All Fees are exclusive of VAT which shall be payable in addition thereto.

5.2 IRESS may vary the Service Fees by giving the Customer at least 90 days' written notice.

5.3 IRESS shall be entitled to pass on any variations in fees payable for Third Party Services upon written notice to the Customer.

5.4 IRESS or a member of the IRESS Group will issue an invoice for Fees and will collect Fees directly from the Customer's account via direct debit. If on the date for direct debit, there are insufficient funds in the Customer's account, IRESS may charge the Customer interest at the rate of 4% per annum over the published base rate of the Bank of England at the Due Date (calculated daily) on any overdue amount. The Customer shall pay the interest together with the overdue amount.

5.5 If the Customer disputes any invoiced or directly debited amount, it must notify IRESS within 14 days of receiving the invoice or of the direct debit. Any undisputed amount must still be paid by the Due Date.

5.6 Without limiting any rights otherwise available to IRESS, if Fees have not been paid by the Due Date or if the Fees are payable by direct debit if there are insufficient funds in the Customer's account at the date on which the direct debit is taken, IRESS may suspend all or part of the provision of Services to the Customer (without liability) if the Fees remain unpaid within 7 days of receipt by the Customer of a notice from IRESS notifying the Customer of the fact that the Fees are overdue.

5.7 If the Customer has access to the Client Portal module of the Software, then the Customer acknowledges that if any Authorised Users wishes to make the Client Portal available to more than 1000 End Clients then IRESS reserves the right to increase the Service Fees in order to charge the Customer for access to the Client Portal.

6 Management Information

6.1 IRESS may collate, extract and copy data (including Input Data) from the Services in order to aggregate such data and anonymise it so as to remove any Customer Personal Data ("**Anonymised Data**"). The Anonymised Data may be used by IRESS for internal business purposes, delivering or improving IRESS' services or solutions (including for commercial benefit) and/or may be shared with members of the IRESS Group and made available to other third parties as part of IRESS' services (or otherwise), provided always that any use of the Anonymised Data by IRESS, and any distribution of such Anonymised Data outside of IRESS, is in accordance with applicable law.

7 Information Security

7.1 IRESS will provide the Services in accordance with generally accepted information security controls.

7.2 Each party agrees:

- (a) not to knowingly suffer or permit its staff or other third party under its direction or control to knowingly introduce into the other party's systems any Harmful Code; and
- (b) that if any Harmful Code is introduced, it will promptly report that introduction to the other party, and take all reasonable steps to eliminate the Harmful Code from its own server.

7.3 The Customer acknowledges that:

- (a) valid login control, whereby an Authorised User enters a valid and current user-name and password, is the sole validation measure used to permit an Authorised User access to the Software and all data stored within or accessible via the Services; and
- (b) it is responsible for maintaining login and password protections to restrict access to its data to Authorised Users.

7.4 If a person has entered a valid login and has accessed the Software (and any data stored within or accessible via the Software), neither IRESS (nor any Third Party Service Provider) will have any liability (whether in contract, tort, including negligence or otherwise) to the Customer as a result of that access.

8 Intellectual Property Rights

8.1 As between the parties all Intellectual Property Rights in the Services and Software remain vested in IRESS (or its licensors). The Customer's only rights in relation to the Services and Software are those expressly granted by these terms.

9 Warranties and Acknowledgment

9.1 Each party warrants that it has the necessary rights, power and authority to enter into this Agreement and to perform its obligations under them.

9.2 IRESS warrants that the IRESS Services will not infringe the copyright, design right or trade mark right of any person ("IP Warranty"). This warranty shall be deemed not to be breached to the extent that:

- (a) any infringement is caused by the use of the Services in combination with any equipment, programs, goods or services not supplied or approved by IRESS;
- (b) such infringement results from a specific design or specification provided by the Customer; or
- (c) the infringement is caused by the use of a non-current release of the Software if the infringement would have been avoided by the use of the latest release.

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- 9.3 Warranties in respect of any Third Party Services shall be limited to those set out in the relevant Third Party Terms (if any) and which are expressed to inure to the benefit of the Customer. Unless explicitly stated to the contrary in relevant Third Party Terms, neither IRESS, nor any provider of Third Party Services warrants, represents or otherwise agrees that the Third Party Services will be free from interruption or complete, accurate or error-free.
- 9.4 To the extent permitted by law:
- (a) except as expressly provided in this Agreement, IRESS does not make any warranties of any kind in respect of the Services;
 - (b) the warranties set out in this Agreement (or in any Third Party Terms in relation to any Third Party Services) are in lieu of and exclude all other express or implied warranties, representations, conditions or statutory guarantees, including warranties of merchantability or fitness for a particular purpose; and
 - (c) IRESS excludes all liability to the Customer arising out of or in connection with any breach of any implied warranty, condition or statutory guarantee of merchantability or fitness for purpose of the Software or the Services.
- 9.5 The Customer acknowledges that:
- (a) it assumes sole responsibility for advice and/or recommendations provided to its clients or potential clients in using the Services;
 - (b) it is responsible for compliance with all laws or regulations concerning its business, including, but not limited to, the rules of the Financial Conduct Authority or any other regulations, requirements, stipulations or conditions made by any professional or regulatory organisation of which the Customer or its Authorised Users may be subject from time to time; and
 - (c) IRESS shall have no liability for any Loss or damage arising from the Customer Content or actions taken by IRESS at the Customer's direction.
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- 10 Confidential Information
- 10.1 A Receiving Party may only access or use Confidential Information of the Disclosing Party as necessary for the purposes of this Agreement.
- 10.2 A Receiving Party must keep confidential and must not disclose Confidential Information of the Disclosing Party to any person without the Disclosing Party's written consent, except to its (or a member of its Group's) employees, directors, independent contractors or professional advisers requiring the information for the purposes of, and in accordance with, this Agreement, or as required by law or a regulatory body or in connection with legal proceedings relating to this Agreement.
- 10.3 A Receiving Party must ensure that any person to whom it discloses the Disclosing Party's Confidential Information is aware that such information is confidential and that such person is bound by suitable confidentiality obligations, which restrict such a person from using or disclosing the information except in the circumstances permitted by this clause 10.
- 10.4 On expiry or termination of this Agreement for any reason, the Receiving Party must, at the Disclosing Party's written request, promptly deliver to the Disclosing Party all documents in the Receiving Party's possession or control containing the Disclosing Party's Confidential Information (except where Confidential Information is required to be retained by a party for legal or regulatory compliance purposes, or which is stored pursuant to an existing automated back-up routine). However, IRESS will not be required to return, or procure the return, to the Customer of any Confidential Information which is in the possession, power or control of any Third Party Service Provider who has Confidential Information in its possession, power or control as a result of the provision of their Third Party Services.
- 10.5 If the Services include the provision of Third Party Services, when the Customer or its Authorised Users request information (including Input Data) to be exchanged or shared with that Third Party Service Provider, the Customer authorises IRESS to disclose to that Third Party Service Provider the information to be exchanged or shared.
- 10.6 Each party indemnifies the other against any Loss suffered or incurred by the non-breaching party as a result of a breach of this clause 10.
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- 11 Privacy
- 11.1 The parties shall comply with the clauses set out in Schedule 1.
- 11.2 The Customer acknowledges that Xplan Mortgage will be made available as a Managed Service. In providing this Managed Service IRESS will make available a Managed Services Team who will have access to Personal Data stored in the Software in order to perform certain functions, including working with the IRESS support desk in order to assist in the resolution of support issues, and performing system administration services which may include allocation and management of Authorised Users and the Software functionality to which they have access.
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- 12 Liability
- 12.1 Subject to clauses 12.2, 12.3 and 12.5, the aggregate liability of IRESS (and/or any member of its Group) in any Contract Year under or in connection with a Claim or Loss in connection with the IRESS Services (including any agreement entered into by a member of the IRESS Group pursuant to clause **Error! Reference source not found.**), whether in contract, tort including negligence, or otherwise will not exceed an amount equal to one hundred per cent of the Service Fees paid to IRESS in the Contract Year to which the event giving rise to the Claim or Loss relates.
- 12.2 The aggregate liability of IRESS (and/or any member of its Group) in any Contract Year under or in connection with a Claim or Loss relating to:-
- (a) the IP Warranty or Confidentiality Indemnity will not exceed the greater of (a) two hundred percent of the Service Fees paid to IRESS in the Contract Year to which the event giving rise to the Claim or Loss relates; or (b) £100,000;
 - (b) the Privacy Indemnity will not exceed £1m.
- 12.3 Without prejudice to clause 12.5, neither any member of the IRESS Group nor its Third Party Service Providers will be liable, whether in contract, tort (including negligence), or otherwise, for
- (a) any loss of profit, loss or corruption of data, loss of business, loss of opportunity, loss of anticipated savings, Investment Loss, loss of or depletion of goodwill - in each case, whether direct or indirect; or
 - (b) any third party Claim or Loss (other than a Claim or Loss to which the IP Warranty, Confidentiality Indemnity or Privacy Indemnity applies); or
 - (c) any form of indirect or consequential loss,
- in each of (a), (b) and (c), whether suffered by the Customer, a member of the Customer's Group, an Authorised User, or a client of any of them, in connection with the Services; or
- (d) any ex gratia payment made by or to a third party in connection with the Services.
- 12.4 The Customer must indemnify IRESS and the Third Party Service Providers against any Loss suffered or incurred by any of them as a result of, or in connection with, any Claim by a third party relating to the Customer's, or a member of the Customer's Group's, use of (or inability to use) a Service in the provision of services to third parties, other than a Claim covered by the IP Warranty, the Confidentiality Indemnity or the Privacy Indemnity.
- 12.5 Clauses 12.2 and 12.3 will not apply to the extent that any liability cannot be excluded or limited by law or in relation to liability resulting from:
- (a) fraud;
 - (b) injury to person and physical property; or
 - (c) deliberate cessation of Services in circumstances not permitted under this Agreement.

12.6 Each party must take appropriate and commercially reasonable actions to mitigate, reduce and limit any Loss that might otherwise be recoverable from the other party arising out of or in connection with this Agreement.

13 Commencement and termination

13.1 These terms will apply from the date on which the Order Form incorporating these terms is signed by the Customer and, subject to earlier termination in accordance with clause 13.3 or 13.4, will continue until terminated by either party upon three months' prior written notice.

13.2 The Customer may terminate any Third Party Services on three calendar months' written notice to IRESS unless a different period is required pursuant to a Direct Agreement or the Third Party Terms.

13.3 In the event a party is in material breach of any of its obligations under this Agreement, and such breach is either not capable of remedy or if such breach is capable of remedy, the party fails to remedy that breach within fourteen (14) days of being notified of such breach, then the other party may, in its sole discretion, by written notice to the other party:

- (a) in the case of the Customer, terminate this Agreement; and
- (b) in the case of IRESS:
 - (i) immediately suspend, revoke (in the case of the Software licence) or terminate any or all of the Services; or
 - (ii) terminate this Agreement.

13.4 In the event a party experiences an Insolvency Event, the other party may, in its sole discretion, by written notice to the other party:

- (a) in the case of the Customer, terminate this Agreement; and
- (b) in the case of IRESS:
 - (i) immediately suspend, revoke (in the case of the Software Licence) or terminate any or all of the Services; or
 - (ii) terminate this Agreement.

13.5 In the event of termination, IRESS will on written request, deliver as soon as practicable to the Customer's most recent address for invoicing purposes, a copy of all Input Data in a machine readable format.

13.6 For the avoidance of doubt, the following provisions will survive termination of an Order Form: clause 10 (Confidential Information), clause 11 (Privacy), clause 12 (Liability) and any other provision which, of its nature, must survive.

14 Marketing

14.1 IRESS may refer to the Customer by name as a user of the Software in any advertising and use a copy of the Customer's trade mark or trading style for those purposes. The Customer hereby grants to IRESS and the IRESS Group a non-exclusive, non-transferable royalty free licence to use its trade mark solely for that purpose.

15 General terms

15.1 IRESS may assign its rights and delegate its obligations under this Agreement to any company in the IRESS Group or to a successor company which will continue the provision of the Services. The Customer may assign its rights under this Agreement only with IRESS' prior written consent.

15.2 No party who is not a party under this Agreement may enforce any rights under this Agreement save for a Third Party Service Provider.

15.3 Any notice or other communication under an Order Form or this Agreement must be sent in writing by post or by email:

- (a) in the case of a notice to the Customer, to the Customer's address set out in the Order Form, or as otherwise notified to IRESS or which IRESS reasonably believes is the Customer's new address and specified in IRESS' invoice; and
- (b) in the case of a notice to IRESS, to our address specified in an invoice or by email to crm@iress.co.uk, or as otherwise notified by IRESS.

A notice is deemed to have been received within 2 days of posting if posted in the United Kingdom or 7 days if posted outside of the United Kingdom, or if emailed, at the time of receipt of a confirmation printout or message respectively of a successful delivery.

15.4 A failure or delay by a party in exercising a right or power under this Agreement is not to be taken as a waiver of that right or power. Any partial exercise of a right or power is not to preclude any further exercise of that right or power.

15.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

15.7 If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for an obligation to pay money) because of a Force Majeure Event:

- (a) that obligation is suspended, but only so far and for so long as that party is affected by the Force Majeure Event; and
- (b) the affected party will not be responsible for any Loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.

15.8 Subject to clause 4.1 and clauses 5.2 and 5.3, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.9 If the whole or part of a provision is void, unenforceable or illegal, it is severed to the extent that it is void, unenforceable or illegal, and the remainder of this Agreement has full force and effect.

15.10 This Agreement and any claim or dispute arising out of or in connection with it is to be governed by the laws of England. Each party submits to the non-exclusive jurisdiction of the courts of England.

SCHEDULE 1 – PRIVACY

1. Customer Group

If the Personal Data being processed by IRESS is data in relation to which a member of the Customer's Group acts as Controller then all rights afforded to the Customer and all obligations applicable to the Customer in this Schedule shall also be deemed to apply to the relevant Customer Group member. Notwithstanding the foregoing, any claims pursuant to this Schedule may only be made by the Customer.

2. Processing of Customer Personal Data

2.1 The parties agree that for the purposes of the Privacy Legislation IRESS shall, in the course of the provision of the Services, be acting as a Processor in respect of the Customer Personal Data.

2.2 Each party agrees to comply with the Privacy Legislation applicable to it in its role as Controller or Processor (as the case may be) to the extent that it relates to the provision and/or receipt of the Services provided under this Agreement.

2.3 IRESS shall not process Customer Personal Data other than on the documented instructions of the Customer (provided that such instructions are within the scope of the Services provided by IRESS), unless IRESS is required to process the Customer Personal Data by any law to which IRESS is subject (in such a case IRESS shall inform the Customer of that legal requirement before processing unless that law prohibits IRESS from so notifying the Customer). For the avoidance of doubt, an instruction given by an Authorised User shall be deemed to have been given on behalf of the Customer.

2.4 Details regarding the scope, nature and purpose of the processing, the type of Personal Data processed by IRESS, the duration of the processing and the categories of Data Subject (the "Processing Information") are set out in Annex 1. The Customer instructs and authorises IRESS (and any Authorised Processor) to process the Customer Personal Data in a manner consistent with Annex 1, and where the Customer is acting on behalf of a member of its Group, the Customer warrants that it is and will at all relevant times remain duly authorised to give the instruction set out in this paragraph 2.4 on behalf of each relevant member of the Customer's Group.

3. Security and Confidentiality

3.1 IRESS shall ensure that appropriate technical, organisational and security measures are taken against unauthorised or unlawful processing of the Customer Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data, and on request confirm to the Customer in writing the measures it has adopted.

3.2 IRESS shall take reasonable steps to ensure the reliability of any employee, agent or contractor of IRESS or any Authorised Processor who may have access to Customer Personal Data, and shall ensure that such personnel are aware of the confidential nature of the Customer Personal Data and are subject to enforceable duties of confidence in respect of Customer Personal Data.

4. Requests by Data Subject

IRESS shall notify the Customer promptly upon receipt of any subject access request or other request received from a Data Subject in accordance with the Privacy Legislation, and at the Customer's cost, assist the Customer utilising appropriate technical and organisational measures, in so far as this is possible, in order that the Customer may respond to any such request in a timely manner and in accordance with the Customer's obligations under the Privacy Legislation.

5. Breach Notification

5.1 IRESS shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting the Customer Personal Data where such breach is likely to result in a risk to the rights and freedoms of a Data Subject.

5.2 IRESS shall provide all cooperation and information reasonably requested by the Customer in respect of a Personal Data Breach as soon as possible following the detection of the Personal Data Breach by IRESS, including:

- (a) details of the nature of the Personal Data Breach;
- (b) details of the Customer Personal Data compromised;
- (c) details of how the Personal Data Breach is being investigated and remedial steps already put in place and to be put in place;
- (d) contact details of the person within IRESS where more information can be obtained regarding the Personal Data Breach.

To the extent that the information detailed above cannot be provided at the same time, it may be provided in phases without undue delay.

6. Data Protection Impact Assessment and Prior Consultation

IRESS shall, at the Customer's cost, provide reasonable assistance to the Customer in relation to any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required pursuant to article 35 or 36 of the GDPR or equivalent provisions of any other Privacy Legislation, in each case solely in relation to the processing of the Customer Personal Data by, and taking into account the nature of the processing and information available to, any Authorised Processor.

7. Audit Rights

7.1 IRESS shall maintain all necessary records and information to demonstrate its compliance with the provisions set out in this Schedule and shall allow for audits to be conducted by the Customer (or an auditor mandated by the Customer) in accordance with paragraph 7.2 to 7.7 below.

7.2 The Customer shall ensure that IRESS is provided with reasonable notice of any audit or inspection to be conducted under paragraph 7.1 and shall ensure that (and ensure that any third party carrying out an audit on its behalf) makes reasonable endeavours to comply with any reasonable restrictions and requirements for access (including but not limited to security processes, confidentiality and vetting procedures) imposed by IRESS or any other operator of the relevant premises and shall ensure that the conduct of the visits shall not unreasonably disturb IRESS' business operations.

7.3 Upon the provision of at least 10 Business Days' written notice of an audit (save where the Customer reasonably suspects that there has been a material breach by IRESS or an Authorised Processor of the provisions set out in this Schedule, in which case access may be granted on shorter notice), IRESS shall allow the Customer (or its authorised representatives) reasonable access to the premises, information and personnel of IRESS and (subject to clause 7.7, its Authorised Processors) to enable the Customer to inspect and audit the data processing activities carried out on behalf of the Customer and to verify IRESS' compliance with the provisions set out in this Schedule.

7.4 The Customer shall comply with any reasonable restrictions and requirements for access (including but not limited to security processes, confidentiality and vetting procedures) imposed by IRESS or an Authorised Processor and shall ensure that the conduct of the visits is within normal business hours and does not unreasonably disturb the business operations of IRESS or an Authorised Processor.

7.5 Subject to clause 7.7, the Customer is only entitled to one audit or inspection of an Authorised Processor in any 12 month period, except for any additional audits or inspections which:

- (a) the Customer reasonably considers necessary because of genuine concerns as to IRESS' (or an Authorised Processor's) compliance with this Schedule; or
- (b) the Customer is required or requested to carry out by Privacy Legislation, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Privacy Legislation;

in each case provided that the Customer has identified its concerns or the relevant requirement or request in its notice to IRESS of the additional audit or inspection.

7.6 To the extent:-

Xplan Mortgage Terms & Conditions



- (a) a physical/ on-site audit or inspection carried out by the Customer (or its authorised representatives) pursuant to this paragraph 7 exceeds one Business Day, IRESS shall be entitled to charge the Customer for any effort involved in assisting such audit at a rate of £900 per day (excluding VAT) for every day over and above the initial day;
- (b) IRESS is required to respond to any written request for information made by the Customer (or its authorised representatives) relating to its compliance with the provisions of this Schedule, the Customer shall pay IRESS for any effort involved over and above half a Business Day at a rate of £600 per day (or part thereof).

7.7 If the Customer takes the Client Portal module, then the Customer acknowledges that the Client Portal will be hosted by Amazon Web Services (AWS) and that the audit rights set out in this paragraph 7 shall not extend to AWS, and that the Customer shall not be entitled to access the premises, information and/or personnel of AWS. AWS uses external auditors to verify the adequacy of its security measures, including the physical data centres from which AWS provides its services. This audit: (i) will be performed at least annually; (b) will be performed according to ISO 27001; and (c) will be performed by independent third party security professionals; and (d) will result in the generation of an audit report ("SOC Report"). The SOC Report shall be AWS's confidential information and will be made available to the Customer subject to the Customer entering into a confidentiality agreement directly with AWS.

8. Deletion or return of Customer Personal Data

IRESS shall, upon receipt of a written request from the Customer, delete or return all Customer Personal Data at the end of the provision of the Services to which the Customer Personal Data relates, provided that IRESS may retain copies of the Customer Personal Data in accordance with any legal and regulatory requirements, and any guidance that has been issued in relation to deletion or retention by a Supervisory Authority.

9. Sub-processing

9.1 IRESS shall not engage a Subprocessor without the prior authorisation of the Customer.

9.2 For the purposes of paragraph 9.1, the Customer shall be deemed to have authorised those Subprocessors set out in the list at <https://www.iress.com/uk/company/trust-centre/data-protection/data-policies/authorised-processors-list-product/> (the "Authorised Processor List"). The Authorised Processor List will include details of the country in which the Subprocessor is based and the nature of the processing services to be provided by that Subprocessor. At least 30 days prior to authorising a new Subprocessor to access Customer Personal Data IRESS shall provide notice to the Customer by updating the Authorised Processor List. Customers may receive notifications of any updates to the Authorised Processor list by emailing dpa@iress.com with the subject "Subscribe".

9.3 If the Customer objects on reasonable grounds relating to data protection to IRESS' use of a new Subprocessor then the Customer shall promptly, and within 30 days following IRESS' notification pursuant to paragraph 9.2 above, provide written notice of such objection to IRESS. In the event IRESS decides that notwithstanding the Customer's objection it is reasonable for it to continue with the appointment of the relevant Subprocessor, IRESS shall notify the Customer prior to authorising the relevant Subprocessor to process Customer Personal Data and the Customer shall be entitled to terminate all or part of the Services with immediate effect upon written notice to IRESS. The Customer shall remain obligated to make all payments required under this Agreement up to and including the relevant termination date. If the Customer does not notify IRESS of any objections and/or terminate this Agreement in accordance with this paragraph then it shall be deemed to have authorised the appointment of the relevant Subprocessor.

9.4 IRESS shall ensure that any arrangement between IRESS and a Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Schedule and meet the requirements of article 28(3) of the GDPR or equivalent provisions of any other Privacy Legislation.

10 Transfers of Customer Personal Data outside of the EEA

10.1 IRESS may transfer Customer Personal Data:-

- (a) to an Authorised Processor who is located outside of the EEA, provided that such transfer is made in accordance with any obligations or standards imposed by the Privacy Legislation; or
- (b) to a Third Party Services Provider who processes data outside of the EEA in accordance with paragraph 11.2 below.

10.2 Where IRESS seeks to rely on Article 46(2)(c) of the GDPR (or equivalent provisions of any other Privacy Legislation) as the legal basis for the transfer of Personal Data to a country outside of the EEA, then in the absence of any standard data protection clauses adopted by the Commission to deal with transfers of data from a Processor to a further Processor, IRESS warrants and represents that it has entered into the Model Clauses as agent for and on behalf of the Authorised Processor, and that IRESS' entry into such clauses as agent for and on behalf of such Authorised Processor is duly authorised by the Authorised Processor.

11. Customer Acknowledgment

11.1 Without prejudice to the generality of paragraph 2.2, the Customer warrants that in relation to all Customer Personal Data which is processed by IRESS or an Authorised Processor:

- (a) the Customer will ensure that all required fair processing notices are provided to the relevant Data Subjects which are sufficient in scope to enable IRESS or any of the Authorised Processors to carry out their obligations under this Agreement in accordance with the Privacy Legislation; and
- (b) the Customer Personal Data transferred to IRESS can be lawfully processed by IRESS (or any of the Authorised Processors).

11.2 Where the Customer receives Third Party Services pursuant to this Agreement the Customer:

- (a) acknowledges that this may involve IRESS sending certain Customer Personal Data to the Third Party Service Provider on behalf of the Customer (but for the avoidance of doubt, the Third Party Service Provider shall not be deemed to be a Subprocessor of IRESS);
- (b) authorises IRESS to transfer Customer Personal Data to a Third Party Service Provider. Where such Third Party Service Provider is based outside of the EEA, the Customer warrants that it has obtained the consent of the Data Subject to the proposed transfer in sufficient terms to enable IRESS to transfer the Customer Personal Data to the Third Party Service Provider.

12. Indemnity

12.1 Each party shall indemnify and keep indemnified the other from and against any and all losses and third party claims which the other party may suffer or incur (directly or indirectly) in relation to that first party's (or that first party's Group or both) failure to comply with its obligations set out in this Schedule.

13. Amendment to this schedule

Where any change in Privacy Legislation makes it reasonably necessary for any provision included within this schedule to be amended in order to ensure continued compliance, the parties shall promptly and in advance of such changes taking effect discuss, agree and give effect to necessary amendments, each acting reasonably and in good faith.

Annex 1 – Processing Information

(a) Scope and purpose of processing:

IRESS may process Customer Personal Data during the provision of any of the following services to the Customer:

- Advisory, consultancy and project related services;
- Training;
- Data migration and/or cleansing services;
- Configuration, design, development and implementation services;
- Testing and verification services;
- Sourcing financial products and services (including, but not limited to, mortgage, life and protection products);
- Hosted services;
- Managed services and system administration services;
- Support and maintenance services.

Processing may also be carried out in accordance with clause 6.1 of this Agreement.

(b) Nature of processing:

The nature of the processing activity may include:-

- receiving, uploading, downloading, extracting, copying, duplicating, transmitting, organising, referencing, indexing, classifying, compressing, compiling, updating, transferring, transforming, analysing, modelling, changing, maintaining, protecting or securing, preserving, storing, backing-up or archiving, restoring, retrieving and accessing Customer Personal Data in order to perform any of the services set out in paragraph (a) of this Annex (or any other services which IRESS may be instructed to provide in accordance with paragraph 3.3 of Schedule 1);
- destroying, erasing and/or anonymising Customer Personal Data;
- processing Customer Personal Data in order to comply with IRESS' obligations under the Privacy Legislation, or to assist the Customer in complying with its obligations, including responding to any requests made by Data Subjects;
- transferring to or receiving Customer Personal Data from Third Party Service Providers (where applicable to the Services being provided) – this may include transferring the Customer Personal Data to a Third Party Service Provider located outside of the EEA depending on the location of that Third Party Service Provider.

(c) Duration of Processing

IRESS will process Customer Personal Data for the duration of the provision of the Services. Upon termination of the Services, and subject to paragraph 8 of Schedule 1, Customer Personal Data will be retained in accordance with the principles set out in IRESS' privacy and data retention policies (each as amended from time to time).

(d) Types of Personal Data

IRESS may process Customer Personal Data which falls into the following categories:

- Personal details which may include (without limitation): names, addresses, date of birth, sex, National Insurance number, passport number, tax identification numbers, telephone and mobile numbers and email addresses
- family details
- lifestyle and social circumstances
- goods and services
- employment, education details
- income and financial details which may include (without limitation): bank account details, investment details, insurance details, documentation of the above and notes of meetings.
- physical or mental health details which may include (without limitation): smoker status and health records
- racial or ethnic origin or religious preference
- nationality
- photographs
- IP addresses
- any other information which is uploaded into the Services pursuant to this Agreement

(e) Categories of data subject

Staff (including permanent staff, volunteers, agents, temporary and casual workers), sub-contractors, agents, advisers, consultants, referrers or other professional experts, of (a) the Customer; (b) members of the Customer's Group; (c) third party suppliers to the Customer (or members of its Group); (d) other third parties to whom the Customers may make IRESS software/ services available in accordance with this Agreement.

Clients or potential clients (including, where relevant, their relatives, dependents, guardians and associates) of (a) the Customer; (b) members of the Customer's Group; (c) third parties to whom the Customer may make IRESS software/ services available in accordance with this Agreement.

The Broker Business agrees to be bound by the following terms:

1. Definitions

1.1. The following words and phrases shall have the following meanings:

- "Agreement" means this "Broker Licence Agreement relating to Experian Data between You and Us;
- "Approved Broker" means an individual who meets the Broker Criteria and makes the Broker Declaration;
- "Broker Criteria" means that the Broker is employed or engaged by You to provide mortgage broking advice services, and is registered with (i) the FCA to conduct mortgage broking advice services, and (ii) the ICO under the Data Protection Act 2018 in relation to the processing of personal data required for the provision of services to potential mortgagees;
- "Broker Declaration" means the declaration to be given by each Broker and Broker Business prior to accessing the Experian Data for the first time and set out below;
- "Confidential Information" means the Experian Data and the provisions of the Agreement;
- "Broker Services" means the pre-qualification enquiry services for mortgages which are made available by the Service Provider to the Approved Brokers via the Eligibility Module;
- "Experian Data" means any of the data we supply to the Service Provider and which you access as part of the Broker Services;
- "Service Provider" means IRESS FS Limited;
- "We" means Experian Limited (and "Us" and "Our" shall be construed accordingly);
- "You" means the Broker firm entering into this Agreement (and "Your" shall be construed accordingly).

1.2. Terms defined in the Agreement will have the meanings ascribed to them in the Agreement.

2. Provision and use of Experian Data

2.1. We will provide Experian Data to the Service Provider in accordance with the terms of our agreement with the Service Provider.

2.2. Unless otherwise agreed by Us in writing, You will not use any Experian Data for any purpose other than as expressly permitted by your agreement with the Service Provider nor adapt, alter or modify the Experian Data, and without limiting this obligation, (i) You will only use and will procure that each Approved Broker only uses the Experian Data in connection with individuals You or the Approved Broker have a direct and existing contractual relationship with, and (ii) You will not resell Experian Data.

3. Liability

3.1. Your contract for the Broker Services is between You and the Services Provider. Subject to Clause 3.2 below, We shall not have any liability to You arising out of or in respect of Your use of the Experian Data. Without prejudice to the foregoing, We shall not have any liability to you for any indirect or consequential loss.

3.2. Nothing in these Terms and Conditions shall limit or exclude Our liability to You for death or personal injury caused by Our negligence, or the negligence of our servants or agents.

4. Confidentiality

4.1. You will keep the Confidential Information strictly confidential and not disclose any part of the same to any person except as permitted by or required for the purposes of the receipt of the Broker Services.

4.2. The provisions of Clause 4.1 above do not apply to any information to the extent it is or comes within the public domain, or is required to be disclosed by law.

5. General

5.1. The copyright, database rights and all other intellectual property rights in the Experian Data will remain vested in Us (or Our third party licensors).

5.2. The provisions of these Terms and Conditions will remain in force for so long as You receive the Broker Services from the Services Provider. However, We may terminate Your entitlement to have the Experian Data used as part of the Services on written notice to You if You commit a material breach of any of these Terms and Conditions which is not remedied within 28 days after receipt of a notice from Us specifying the breach, requiring its remedy and making clear that failure to remedy may result in such termination.

5.3. If any part of these Terms and Conditions is found to be invalid or unenforceable by any Court or other competent body such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and such other provisions shall remain in full force and effect.

5.4. If either of us fails to exercise a right or remedy which arises in relation to these Terms and Conditions, such failure shall not prevent the exercise of that right or remedy subsequently in respect of that or any other incident.

5.5. A waiver of any breach of these Terms and Conditions shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provisions. Any waiver of a breach of any terms of these Terms and Conditions shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other of these Terms and Conditions.

5.6. Nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.

5.7. These Terms and Conditions and all matters arising out of them shall be governed by, and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with these Terms and Conditions.

6. Compliance

6.1. You shall only permit Approved Brokers to access and benefit from the Experian Data.

6.2. If an Approved Broker ceases to meet the Broker Criteria or fails to comply with the Broker Declaration, You shall notify us promptly and ensure that such Broker's access to the Experian Data ceases immediately.

6.3. Prior to using the Experian Data in relation to any individual, You shall ensure that such individual is notified on the following terms:

In order to find the most suitable product for you we may use the information held at credit reference agencies (CRAs). A CRA is a company that collects personal information from various sources and provides that personal information for variety of uses (including to prospective lenders for the purposes of making credit decisions).

By confirming your agreement to proceed you are confirming that we may each use your information in this way.

Use of Personal Information:

We will search a CRA who will provide us with information about you to assess creditworthiness and product suitability and check your identity. They will provide us with the publicly held data, including the electoral roll and shared credit performance data. If you have a financial associate their data may also be provided.

Some lenders will confirm if you are an existing customer, and as such may be eligible for additional offers.

We will use the information provided to us by a CRA to help decide which products may be best for you. It is important to note that there may be other products available from lenders who are not represented by this service.

When the CRA receives a search from us they will place a quotation search footprint on your credit report, whether or not you decide to apply for the product. This search will not affect your ability to gain credit.

The information which we provide to the CRA may be supplied by them to other organisations such as Fraud Prevention Agencies and used by those organisations for the purposes of checking identity, preventing fraud, tracing and collection of debt. The CRA may also use the data to undertake statistical analysis.

If you choose to apply for a product, the lender will undertake a full credit check and provide you with further privacy information for that product.

More information about each CRA and what it does with personal data is available at the following locations:

Call Credit: www.callcredit.co.uk/crain

Equifax: www.equifax.co.uk/crain

Experian: www.experian.co.uk/crain

You can contact any of the CRA's if you wish to obtain a copy of your credit report.

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to www.experian.co.uk.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0844 335 0550 or log on to www.myequifax.co.uk

6.4. You will procure that prior to accessing the Experian Data for the first time (or after a Broker's FCA number has changed), each Broker shall accept the terms of the Broker Declaration. You will notify the Service Provider if at any time you become aware that the Broker has failed to comply with the terms of the Broker Declaration and on request, You will provide such evidence as Experian reasonably requires to evidence each Broker's acceptance of the Broker Declaration.

6.5. You will co-operate in a timely manner with Experian in relation to any consumer queries to be investigated following the recording of a search on your credit report, to enable Experian to comply with the Consumer Credit Act (1974) (which requires Experian to respond to queries fully within 28 days).

6.6. Your access to the Experian Data is conditional on You being registered with (i) the FCA to conduct mortgage broking advice services, and (ii) the ICO under the Data Protection Act 2018 in relation to the processing of personal data required for the provision of services to potential mortgagees.

BROKER DECLARATION**1. Definitions**

1.1. The following words and phrases shall have the following meanings:

- "Confidential Information" means the Experian Data and the provisions of this declaration;
- "Eligibility Module" means IRESS FS Limited's XPLAN Mortgage Eligibility Module
- "Experian Data" means any of the data forming part of the Experian Data Services
- "Experian Data Services" means the provision of certain data to You by Experian Limited, via the Eligibility Module;
- "You" means Experian Limited (and "Your" shall be construed accordingly);
- "I" means you as identified in this declaration (and "My" shall be construed accordingly).

2. Declaration

2.1. I confirm and acknowledge that, in consideration for being permitted access to the Experian Data Services, I agree to the following terms and conditions in relation to the receipt and use of the Experian Data Services.

2.2. I confirm that:

- 2.2.1. I have a valid data protection registration as required by the ICO under the Data Protection Act 2018 in relation to the processing of personal data required for the provision of services to potential mortgagees;
- 2.2.2. I have a valid FCA registration to conduct mortgage broking advice services; and
- 2.2.3. If the declarations in Clauses 2.2.1 or 2.2.2 are not true at any time I will inform You and I will not use the Experian Data Services.

3. You shall not have any liability to me arising out of or in respect of my use of the Experian Data. Without prejudice to the foregoing, (a) You shall not have any liability to me for any indirect or consequential loss; (b) I acknowledge that your services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for You to guarantee and your services involve models and techniques based on statistical analysis, probability and predictive behaviour. I accept therefore that You are not able to accept any liability for (i) any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided to Experian by Me or any third party; (ii) any failure of the Experian Data Services to achieve any particular result for Me.
4. Nothing in this declaration shall limit or exclude Your liability to Me for death or personal injury caused by Your negligence, or the negligence of our servants or agents.
5. I will keep the Confidential Information strictly confidential and not disclose any part of the same to any person except as permitted by or required for the purposes of the receipt of the Experian Data Services.
6. The provisions of Clause 6 above do not apply to any information to the extent it is or comes within the public domain, or is required to be disclosed by law.
7. I will only use the Experian Data in connection with individuals I have a direct and existing contractual relationship with, and (ii) I will not resell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Experian Data.
8. I warrant that the use by You of any information, data, software, documentation, scorecards and/or services which I provide shall not infringe any third party intellectual property rights.
9. I grant You a perpetual, royalty free, non-exclusive, non-transferable licence to use and copy any data or materials I provide to You in order to perform the Services and/or in order for You to comply with any requests made to Experian under statute.

10. General

- 10.1. The copyright, database rights and all other intellectual property rights in the Experian Data will remain vested in You (or Your third party licensors).
- 10.2. The provisions of this declaration will remain in force for so long as I receive the Experian Data Services from the Eligibility Module. However, You may terminate My entitlement to have the Experian Data used as part of the Services on written notice to I commit a material breach of any of this declaration which is not remedied within 28 days after receipt of a notice from You specifying the breach, requiring its remedy and making clear that failure to remedy may result in such termination.
- 10.3. If any part of this declaration is found to be invalid or unenforceable by any Court or other competent body such invalidity or unenforceability shall not affect the other provisions of this declaration and such other provisions shall remain in full force and effect.
- 10.4. If either of us fails to exercise a right or remedy which arises in relation to this declaration, such failure shall not prevent the exercise of that right or remedy subsequently in respect of that or any other incident.
- 10.5. A waiver of any breach of this declaration shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provisions. Any waiver of a breach of any terms of this declaration shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other of this declaration.
- 10.6. Nothing in this declaration shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.
- 10.7. This declaration and all matters arising out of them shall be governed by, and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this declaration.

11. Data Subject Notification

Prior to using the Experian Data Services in relation to any individual, I shall ensure that such individual has been notified on the following terms and ensure they understand that a soft credit search will be carried out:

In order to find the most suitable product for you we may use the information held at credit reference agencies (CRAs). How we and the CRAs will use your information is detailed in the section of the terms and conditions called "use of personal information".

Use of Personal Information:

We will search a CRA who will provide us with publicly held data, including the electoral roll and shared credit performance data. If you have a financial associate their data may also be provided.

We will use the information provided to us by a CRA to help decide which products may be best for you. It is important to note that there may be other products available from lenders who are not represented by this service.

When the CRA receives a search from us they will place a quotation search footprint on your credit report, whether or not you decide to apply for the product. This search will not affect your ability to gain credit.

The information which we provide to the CRA may be supplied by them to other organisations and used by those organisations for the purposes of checking identity, preventing fraud, tracing and collection of debt. The CRA may also use the data to undertake statistical analysis.

If you choose to apply for a product, we will undertake a credit check and provide you with the terms and conditions for that product.

You can contact the CRAs as follows, they will charge a small statutory fee if you wish to obtain a copy of your credit report.

- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to www.experian.co.uk.
- CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to www.myequifax.co.uk