

Scottish Intermediaries Online Terms and Conditions

Definitions

"You" or "Your" shall mean all individuals and/or entities accessing the Service as an intermediary in the conduct of mortgage business.

"Us" or "Our" or "We" shall mean the Scottish Building Society that You are dealing with through the Service.

"Communication" shall mean any communication transmitted by either party through the Service.

"User ID" shall mean the means of identification allocated by Us to enable You to authenticate Yourself when logging into this website.

"Password" shall mean the security key used in conjunction with Your User ID when logging into this website.

"PRA" will mean the Prudential Regulation Authority

"FCA" will mean the Financial Conduct Authority

"Intermediary" shall mean an independent financial advisor or mortgage intermediary holding the appropriate authorisation(s) or exemption(s) from the Financial Services Register (or any successor organisation) to carry out regulated activities as defined in Section 22 of the Financial Services and Markets Act 2000.

"Information" includes all data, databases and any information whatsoever obtained through the Service.

"Regulated Activities" means any and all regulated activities as defined in Section 22 of the Financial Services and Markets Act 2000.

"Service" shall mean the online application service and related web sites supported by Scottish Building Society.

"Terms of Business" shall mean Your terms of business with Us as may be amended by Us from time to time.

"Terms and Conditions" or "Terms" shall mean this document governing the use of the Service

The following are the Terms and Conditions on which You may use the Service.

1. Provision of the Service

1.1 You may use the Service solely in accordance with these Terms, the Terms of Business and any other instruction and direction for use supplied to You by Scottish Building Society via the Service or otherwise and You agree to comply with these Terms, the Terms of Business and any other instruction and direction.

1.2 As a condition of Your use of the Service You warrant to Scottish Building Society that You will not use the Service for any purpose that is unlawful or prohibited by these Terms.

2. Your Access to the Service

2.1 If, after reading and accepting these Terms and Conditions, You decide to use the Service; Your existing registration form will represent a legal and binding contract between You and Scottish Building Society. You are deemed to have accepted these Terms and agree that the Service is to be provided on the basis of these Terms.

2.2 Subject to Scottish Building Society approval and validation. We will advise You of Your User ID and Password.

2.3 You will then be able to access the Service at which point You will be asked to create a PIN. You acknowledge and agree that We shall only validate Your registration if You, Your employer or Your principal have entered into Terms of Business with Us.

2.4 Your right to use the Service is personal to You and You may not permit any other person to gain access to the Service using Your User ID, Password and PIN. You may not sub-license, assign or otherwise transfer any of Your rights under these Terms.

2.5 You undertake to immediately notify Us either electronically or in writing of any change in any of the details provided by You on the registration form including without limitation any change of employment details.

3. Use of the Service

3.1 Your Communications to Us shall not be deemed to have been properly received and no Communication shall give rise to any obligation until it is accessible by Us.

3.2 In the event of corruption of a Communication, You shall re-transmit Your Communication to Us as soon as practicable with a clear indication that it is a corrected Communication.

3.3 You accept responsibility and liability for the completeness and accuracy of any Communication sent to Us through the Service and Scottish Building Society will not be liable for the consequences of any incomplete or incorrect Communication sent by You.

3.4 You agree to accord the same status to all Communications and Information received or sent through the Service as would be applicable to

Communications and Information sent other than by electronic means, unless such Communications and/or Information can be shown to have been corrupted as a result of technical failure on the part of machine, system or transmission line.

4. Access and Use of Your User ID

4.1 We may, at any time, at Our sole discretion, suspend or terminate the use of Your access to the Service due to security, general administration or any other reason.

4.2 We will inform You as soon as reasonably possible of such suspension or termination. You may subsequently request access which shall be subject to Our approval.

4.3 If You forget Your User ID or Password You should immediately notify Us and We will undertake any necessary security checks to enable You to be issued with new details.

4.4 Scottish Building Society shall not be liable for any inability by You to access the Service.

4.5 You will be logged out automatically from the Service after 15 minutes of inactivity. This reduces the risk of improper use.

5. Acceptance of Instructions by Us

5.1 You authorise Us to treat any instructions received from You via the Service, as valid instructions without the need for further written advice from either You or the applicants.

5.2 Scottish Building Society accepts no liability for any failure to carry out any instructions received through the Service. It is Your responsibility to notify Us in the event that You do not receive confirmation of acceptance of any instructions.

5.3 Any instructions received from You by Us in relation to business that you transact with Us will be subject to the terms and conditions applicable to that business. These Terms are additional to those terms and conditions and relate only to the Service. In the event of a conflict between these Terms and other applicable terms and conditions, these Terms shall prevail only in respect of matters specifically concerning use of the Service, and unless expressly provided otherwise.

6. Title and Intellectual Property Rights

6.1 The copyright and any other intellectual property rights subsisting anywhere in the world to the Information accessed through the Service, including Your User ID, Password and PIN are owned within Scottish Building Society. You have no rights to the Information, User ID, Password and PIN other than as set out in these Terms. If You become aware of or suspect any infringement by any person of rights of Scottish Building Society in the Service You agree to promptly notify Us and to give Us any details You have in relation to such infringement.

7. Restrictions on Use

7.1 You may not copy, reproduce, duplicate, modify, adopt or lend, sell or otherwise transfer, in whole or in part, any of the Information except for the purpose of using the Service and producing print-outs for Your own use in the usual course of Your business.

7.2 You acknowledge and agree that You will be denied access to sections of the Service that contain confidential data of third parties or, where You are not accessing the Service as an Intermediary, that relate to Regulated Activities.

7.3 Where You are not accessing the Service as an Intermediary, You hereby represent, warrant and undertake to Scottish Building Society that You shall not transact, or take any steps to transact, Regulated Activities through the Service and/or represent to Scottish Building Society or any third party that You can transact Regulated Activities.

7.4 Without prejudice to the generality of any other indemnity given by You under these Terms, You hereby agree to indemnify Scottish Building Society in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from Your breach of the warranty in the foregoing paragraph.

7.5 You acknowledge and agree that Scottish Building Society may, without notice to You, notify any relevant regulatory body or authority including, without limitation, the PRA or FCA of any breach of these Terms by You.

7.6 Scottish Building Society reserves the right to alter or remove the Service or any part of the Service without further notice to You.

8. Limitations of Liability

8.1 We shall use Our reasonable endeavours to ensure the reliability and accuracy of the Information and the Service, however Scottish Building Society does not warrant the reliability, accuracy or completeness of the Service or Information and shall not be held liable for any direct or indirect loss, damage, injury or expense which may arise out of or in connection with Your use, or loss of use of the Service.

8.2 Scottish Building Society will not be responsible for maintaining any software, hardware or any equipment whatsoever ("Equipment") necessary to effectively and reliably transmit and receive communications using the Service. Scottish Building Society will not provide any warranty as to the suitability or otherwise of Equipment.

8.3 You acknowledge that the Service is provided only on the basis set out in these Terms. Further, Your uninterrupted access to the Service on

this basis, may be prevented by factors outside Scottish Building Society and Our reasonable control ("Service Disruption") including, without limitation, the inoperation, inefficiency or unsuitability of Equipment and the unavailability, inoperation or interruption of the internet or other telecommunication services. Non-performance by Scottish Building Society of any of its obligations under these Terms will not be a breach of these Terms where such non-performance results directly or indirectly from Service Disruption. Scottish Building society will not accept any responsibility and shall not be held liable for any loss or damage arising out of or in connection with any Service Disruption.

8.4 You will indemnify Scottish Building Society in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from Your use of the Service, or Your supply to any third party of any Information accessed through the Service, or Your Communication of data to Us through the Service or any breach of any of Your obligations under these Terms.

9. Termination of the Service

9.1 In the event of any breach by You of any of these Terms, or for any reason whatsoever, We may, at Our entire discretion, terminate or suspend Your use of the Service at any time. Such termination or suspension shall be effected immediately. We will inform You as soon as reasonably possible of such suspension or termination.

9.2 Termination of the Service shall not affect any instructions, requests or transactions already initiated through the Service. These Terms and Your right to use the Service will automatically terminate in the event of the termination of Your Terms of Business with Us.

10. Amendments to these Terms and Conditions

10.1 These Terms may be varied by Scottish Building Society from time to time, and any such variation will be notified to You through the Service and your continued use, will indicate your acceptance of these changes.

11. Data Protection

11.1 By using this Service You will be deemed to have become an agent of Ours for the purposes of the Data Protection Act 1998 and related subordinate legislation (the "Act"). You may process (as defined in the Act) personal data supplied to You by Us. You warrant to maintain the security and integrity of that data, and not to make any disclosure of it to any third party whatsoever, without prior reference to and approval from Us. For the avoidance of doubt, You may access only the personal data of customers whose contracts with Us were personally introduced by You, and only in respect of those contracts.

11.2 You will have the opportunity to communicate personal and/or sensitive data (as defined in the Act) of customers to Us through the Service for the purposes of applying for products or quotes for products. We will process the data for those purposes but may also use it for administration, research, analysis, credit assessment, credit scoring, fraud prevention and the marketing of financial and related products and services. Any data relating to the health, lifestyle and existing or pending criminal convictions of the customer is classified as sensitive data under the Act and is required by Us for underwriting purposes. Any sensitive data will be held securely by Us with access limited to those who need to see it.

11.3 You hereby warrant, represent and undertake to Scottish Building Society that, prior to Communicating a customer's personal and/or sensitive data through the Service You will:

11.3.1 Fully explain to the customer that their data may be used in the manner specified above

11.3.2 Obtain the customer's explicit consent to such use of their data.

11.4 Should you need to call us we may monitor and record calls to check we have carried out your instructions correctly and to help improve our customer service.

12. General Provisions

12.1 A failure or delay by either party to enforce any right under these Terms is not an implied waiver of the same or of any other right in the future.

12.2 If any provision in these Terms is held or made invalid by a court, statute or rule or otherwise, the remainder of these Terms will not be affected.

12.3 These Terms shall be governed by and construed in accordance with the law of Scotland depending on your principal place of business at the time you submit Business to Us.

12.4 We believe this agreement to be fair. If any part proves not to be legally valid because it is unfair, it will not affect the rest and We are entitled to treat them as changed in a way that makes it fair and valid.

12.5 Scottish Building Society is a provider of financial services and products, and has its registered office at SBS House, 193 Dalry Road, Edinburgh EH11 2EF.

12.6 Scottish Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 206034.

12.7 At Scottish Building Society our number one priority is to provide you with the highest level of customer service. If there is a problem please let us know and we will try to find a solution as quickly as possible. Scottish Building Society has in place an internal complaints

procedure, details of which can be obtained by telephone.
Alternatively you can write to us at:

Customer Services Department
Scottish Building Society
SBS House
193 Dalry Road
Edinburgh EH11 2EF

Our telephone number is **0131 313 7700**. Our lines are open 9am to 5pm Monday to Friday (Wednesday from 10am).