

These Terms of Business apply to Intermediaries and govern the terms of use and access to Scottish Building Society's online mortgage application service and related services ("**Services**"). Please ensure that You read these Terms of Business with care, as they govern Your use of and access to Our Services.

If You do not accept them, You should not use Our Services.

1 DEFINITIONS

1.1 In these Terms of Business, unless the context requires otherwise:

"**Communication**" means any Communication transmitted by either Party through the Service;

"**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"**FCA**" means the Financial Conduct Authority;

"**Information**" means all data, databases and any Information whatsoever accessed or obtained through the Service;

"**Intermediary**" means 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;

"**Onboarding Form**" means Our Onboarding Forms (including Our broker onboarding process form and network audit form) that all Intermediaries require to complete and submit prior to using the Services;

"**Party**" means either You or Us and "**Parties**" means both of us;

"**Password**" means the Password used in conjunction with Your User ID when logging onto Our Services;

"**PRA**" means the Prudential Regulation Authority;

"**Regulated Activities**" means any and all Regulated Activities as defined in Section 22 of the Financial Services and Markets Act 2000;

"**Regulator**" means the FCA, PRA, ICO or such other applicable Regulator from time to time;

"**Terms of Business**" means these Terms of Business governing the use of the Service, as amended by Us from time to time;

"**User ID**" means Your email address to enable You to authenticate Yourself when logging into the Service;

"**We**", "**Our**", and "**Us**" means Scottish Building Society, having Our head office at SBS House, 193 Dalry Road, Edinburgh and includes Our successors and assignees; and

"**You**" or "**Your**" means You, an Intermediary in the conduct of mortgage business accessing the Service (including directly authorised brokers, appointed representative or network brokers).

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 PROVISION OF THE SERVICE

- 2.1 You accept these Terms of Business and agree to comply with them and any other reasonable instruction and direction given by Us in relation to Your use of the Service.
- 2.2 You may use the Service solely in accordance with these Terms of Business and unless stated otherwise in these Terms of Business, they apply to the exclusion of any other terms and conditions or terms of business.
- 2.3 We recommend that You print a copy of these Terms of Business for future reference.
- 2.4 In the event of a conflict between these Terms of Business and any other terms and conditions, these Terms of Business shall prevail.

3 ONBOARDING

- 3.1 In order to use the Service You must complete an Onboarding Form, or if You have previously completed an Onboarding Form You must promptly advise Us of any changes to the Information You have provided.
- 3.2 You must provide Us with complete, accurate and up to date Information when completing, or updating the Onboarding Form.
- 3.3 Your Onboarding Form, together with these Terms of Business, form a binding contract between You and Us.
- 3.4 Subject to Our approval of Your Onboarding Form, You will be provided with access to the Service.
- 3.5 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 or Password.
- 3.6 If You know or suspect that anyone other than You knows Your User ID and Password, You must immediately notify Us.
- 3.7 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.
- 3.8 You must immediately notify Us of any change in any of the details provided by You on the Onboarding Form including without limitation any change of employment details.

4 YOUR USE OF THE SERVICE

- 4.1 By using the Service You undertake and warrant to Us that You:
 - 4.1.1 shall act with due skill, care and diligence and in a professional manner at all times;
 - 4.1.2 shall act in accordance with all applicable laws and regulations;
 - 4.1.3 shall not breach, or attempt to breach, any of the Terms of Business;
 - 4.1.4 shall provide complete, accurate and up-to-date Information and shall not misrepresent any clients' details or circumstances;
 - 4.1.5 shall not use the Service for any purpose that is unlawful or prohibited by these Terms of Business, including but not limited to any actions which are, or may be deemed to be, illegal, criminal, fraudulent or would otherwise cause reputational damage to Us.
- 4.2 You shall not sub-license, assign or otherwise transfer any of Your rights under these Terms of Business.
- 4.3 You shall have no authority, and shall not hold Yourself out, or permit any person to hold itself out, or otherwise create the impression that You are authorised to bind Us in any way, and shall not do any act which might reasonably create the impression that You are so authorised.
- 4.4 You shall not, without Our prior written consent, make or give any representation, warranty or other promise concerning the Services which are not pre-approved by Us.

5 COMMUNICATIONS

- 5.1 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 acknowledged by Us.
- 5.2 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.
- 5.3 You accept responsibility and liability for the completeness and accuracy of any Communication sent to Us through the Service and acknowledge that We shall not be liable for the consequences of any incomplete, incorrect or inaccurate Communication sent by You.
- 5.4 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.
- 5.5 We accept 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.

6 REGULATORS

- 6.1 You shall:
- 6.1.1 co-operate with Regulators, Us and our auditors in any Information gathering exercise;
- 6.1.2 allow Our representatives and the FCA access to all relevant records, documents or computer systems that are under the control of You and provide copies of any such records, documents and data relating to Your use of the Services on request;
- 6.1.3 ensure that staff involved in carrying on activities meet relevant FCA training and competence requirements;
- 6.2 You acknowledge and agree that We may, without notice to You, notify any relevant Regulator of any breach of these Terms of Business by You.

7 INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS

- 7.1 We are the owner or the licensee of all intellectual property rights in Our Services and Information accessed through the Service. All such rights are reserved.
- 7.2 You have no rights to the Services and Information other than as set out in these Terms of Business.
- 7.3 If You become aware of, or suspect, any infringement by any person of Our rights, including any rights in the Service, You agree to promptly notify Us and to give Us any details You have in relation to such infringement.
- 7.4 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.
- 7.5 We reserve 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 You acknowledge that the Service is provided only on the basis set out in these Terms of Business. Access to the Service may be prevented by factors outside Our reasonable control. We shall not accept any responsibility and shall not be held liable for any loss or damage arising out of or in connection with any disruption to the Service.
- 8.2 Neither Party shall exclude or limit in any way its liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence or the negligence of employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.3 We shall not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 8.3.1 use of, or inability to use, Our Services; or
- 8.3.2 loss of profits, sales, business, or revenue;
- 8.3.3 business interruption;
- 8.3.4 loss of anticipated savings;
- 8.3.5 loss of business opportunity, goodwill or reputation; or

- 8.3.6 any indirect or consequential loss or damage.
- 8.4 We shall use Our reasonable endeavours to ensure the reliability and accuracy of the Information and the Service. However, We do 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. The Services are provided "as is" and We hereby exclude all implied conditions, warranties, representations or other terms that may apply.
- 8.5 If You are not accessing the Service as an Intermediary, You hereby represent, warrant and undertake to Us that You shall not transact, or take any steps to transact, Regulated Activities through the Service and/or represent to Us or any third party that You can transact Regulated Activities.
- 8.6 You shall indemnify Us, and keep Us indemnified and harmless against any third party claim for any loss, liability, damage, costs or expense arising directly or indirectly from: (i) Your use of the Service; (ii) Your supply to any third party of any Information accessed through the Service; (iii) Your Communication of data to Us through the Service; or (iv) any breach of Your obligations (or warranties provided) under these Terms of Business.

9 TERMINATION OF THE SERVICE

- 9.1 We reserve the right at Our sole discretion to suspend or terminate Your access to the Services if We determine that You have:
- 9.1.1 breached the Terms of Business;
- 9.1.2 acted in a fraudulent or unlawful manner;
- 9.1.3 engaged in a fraudulent activity;
- 9.1.4 engaged with Our staff in a disrespectful manner;
- 9.1.5 acted in a way that We reasonably determine has caused, or may cause, reputational damage to Us or the Service; or
- 9.1.6 acted in a way that We reasonably determine has, or may, represent a high risk to Us, including but not limited to Your business structure, compliance framework, internal or third party checks or otherwise.
- We also reserve the right at Our sole discretion to suspend or terminate Your access to the Services if We:
- 9.1.7 identify a security risk which requires to be resolved; or
- 9.1.8 require to undertake general maintenance or administration to the Service.
- 9.2 We will inform You as soon as reasonably practicable of such suspension or termination. You may subsequently request further access to the Services, which shall be subject to Our approval.
- 9.3 Termination of the Service shall not affect any instructions, requests or transactions already initiated through the Service.
- 9.4 These Terms of Business and Your right to use the Service will automatically terminate in the event of the termination of Your Terms of Business with Us.

10 DATA PROTECTION

- 10.1 For the purposes of this clause 10, the terms "Data Controller", "Data Processor", "Personal Data", "Sensitive Personal Data" and "Processing" (and "Process" and "Processed" shall be construed accordingly) shall have the meanings given to them in the Data Protection Legislation.
- 10.2 The Parties acknowledge that in relation to their obligations under these Terms of Business they will each act as an independent Data Controller when Processing Personal Data, and it is not envisaged that either Party will Process client Personal Data on behalf of the other Party.
- 10.3 Each Party shall comply with the Data Protection Legislation in respect of any Personal Data transferred, received and/or Processed by it in connection with these Terms of Business. Each Party shall not by its acts or omissions, cause the other Party to breach its respective obligations under the Data Protection Legislation.
- 10.4 To the extent that a Party acts as a Data Controller, it shall:
- 10.4.1 maintain all registrations and notifications under the Data Protection Legislation, including registration with the ICO, which are required for the performance of its obligations under these Terms of Business;

- 10.4.2 ensure there is no prohibition or restriction which would restrict compliance in relation to Processing Personal Data in accordance with these Terms of Business and the Data Protection Legislation;
- 10.4.3 ensure that fair processing notices have been given and are sufficient in scope to enable the Processing of Personal Data in accordance with these Terms of Business;
- 10.4.4 ensure that all appropriate technical and organisational measures are implemented and maintained sufficient to comply with Data Protection Legislation; and
- 10.4.5 in the performance of its obligations under these Terms of Business, comply with the Data Protection Legislation and respond to any Data Subject Request received by it.
- 10.5 Each Party shall:
- 10.5.1 use all reasonable efforts to assist the other Party to comply with all obligations imposed on it by the Data Protection Legislation. For the avoidance of doubt, this includes an obligation to provide reasonable assistance in complying with any Data Subject Request or any correspondence (whether written or verbal) from any Regulator in relation to Customer Data;
- 10.5.2 promptly (and in any event within 24 hours) inform the other Party about the receipt of any Data Subject Request received by it or any correspondence (whether written or verbal) from any Regulator in relation to the Customer Data; and
- 10.6 Each Party shall cooperate with the other Party and use its best endeavours to assist the other Party in all data reporting obligations in the event of a breach of the Data Protection Legislation in connection with these Terms of Business and each Party further undertakes to notify the other Party of any breach of the Data Protection Legislation, this clause 10 (Data Protection) or of any actual, suspected, threatened Personal Data breach which may have occurred in connection with these Terms of Business as soon as reasonably practicable (and in any event, within twenty-four (24) hours) upon becoming aware of the same, and:
- 10.6.1 implement any measures necessary to restore the security of compromised Personal Data; and
- 10.6.2 assist the other Party to make any notifications to the ICO and affected Data Subjects.
- 10.7 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.
- 10.8 We will only use Your personal Information as set out in Our privacy policy – www.scottishbs.co.uk/data-privacy-policy

11 MALWARE

- 11.1 We do not guarantee that Our site is secure or free from malware, bugs or viruses.
- 11.2 You are responsible for configuring Your Information technology, computer programmes and platform to access our Services. You should use Your own virus protection software.
- 11.3 You must not knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Services.

12 CONFIDENTIALITY

- 12.1 Each Party undertakes that it shall not at any time disclose to any person any confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 12.2 below.
- 12.2 Each Party may disclose the other Party's confidential Information:
- 12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such Information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms of Business. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential Information comply with this clause 12.2; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or Regulator.

13 ANTI-BRIBERY

- 13.1 The Parties shall:
- 13.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 13.1.2 have and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
- 13.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received.
- 13.2 Breach of this clause shall be deemed a material breach.

14 ANTI- SLAVERY

- 14.1 Each Party undertakes to the other that:
- 14.1.1 neither it nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) awareness (having made reasonable enquiries) of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
- 14.2 it shall comply with the Modern Slavery Act 2015, and shall notify the other Party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of its obligations under this clause.
- 14.3 Breach of this clause shall be deemed a material breach.

15 ANTI-FACILITATION OF TAX EVASION

- 15.1 Each Party shall:
- 15.1.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- 15.1.2 have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 17.1;
- 15.1.3 promptly report to the other any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of these Terms of Business.
- 15.2 Breach of this clause shall be deemed a material breach.

16 AMENDMENTS TO THESE TERMS OF BUSINESS

These Terms of Business may be varied by Us 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.

17 GENERAL PROVISIONS

- 17.1 Nothing in these Terms of Business is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 17.2 These Terms of Business constitute 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.
- 17.3 No one other than a Party to these Terms of Business shall have any right to enforce any of its terms.
- 17.4 No failure or delay by either Party to exercise any right or remedy under these Terms of Business shall constitute a waiver of same, nor shall it prevent or restrict the further exercise of any other right or remedy.

- 17.5 Neither Party shall be in breach of these Terms of Business nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Business if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate these Terms of Business by giving 14 days' written notice to the affected Party.
- 17.6 Any notice or other Communication given to a Party under or in connection with these Terms of Business shall be in writing and shall be sent via email or delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice or Communication shall be deemed to have been received:
- 17.6.1 if delivered by hand, at the time the notice is left at the proper address;
- 17.6.2 if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the next working day after posting; or
- 17.6.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 17.7 If any provision in these Terms of Business is held or made invalid by a court, statute or rule or otherwise, the remainder of these Terms of Business will not be affected.

18 ABOUT US

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.3.1 Our telephone number is **0333 207 4007**. Our lines are open 9am to 5pm Monday to Friday (Wednesday from 10am).
- 18.3.2 Alternatively you can write to us at: Customer Services Department, Scottish Building Society, SBS House, 193 Dalry Road, Edinburgh EH11 2EF.

19 GOVERNING LAW

- 19.1 These Terms of Business shall be governed by and construed in accordance with the law of Scotland.
- 19.2 Each Party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Business or its subject matter or formation.