

# Intermediary Online Mortgage Portal



## TERMS OF USE

**Having accepted the Intermediary Terms of Business and Intermediary Data Protection Agreement, to continue using the site you are required to accept the following Terms of Use for the MBS Online Mortgage Portal:**

### WHO CAN USE THE MBS ONLINE PORTAL

1. The MBS Online Mortgage Portal is for use by you and your authorised employees only ("Users"). By using the MBS Online Mortgage Portal, Users are accepting and agreeing to comply with these Terms of Use.
2. Users will ensure that all administrators nominate to use the portal, do so strictly in accordance with these Terms of Use
3. The MBS Online Mortgage Portal is only available to Users residing in the United Kingdom.

### ACCESSING THE MBS ONLINE MORTGAGE PORTAL

1. Whilst it is designed to be used with a range of internet browsers and equipment, it is the User's responsibility to provide compatible equipment and software to access the MBS Online Mortgage Portal. To continue to use the MBS Online Mortgage Portal the User must ensure their equipment and software remains fully operational and must take all reasonable steps to keep it free from viruses, bugs, other malicious code and harmful components.
2. We do not guarantee that the MBS Online Mortgage Portal will always be available. Users may occasionally not be able to access the MBS Online Mortgage Portal – for example, when we carry out updates or maintenance or we need to suspend access to our website or the MBS Online Mortgage Portal for technical or security reasons. We will try to give Users reasonable notice of any suspension, where it is appropriate to do so.
3. We will not be liable for any loss or damage Users may suffer as a result of our failure to provide all or part of the functionality and features of the MBS Online Mortgage Portal when we carry out maintenance or updates or if any abnormal or unforeseeable circumstance occurs that is beyond our reasonable control and which we could not reasonably have prevented, such as failure or interruption of the internet.
4. The User shall not use their equipment or software to access or retrieve any data through the MBS Online Mortgage Portal which the User is not entitled to access.
5. Any information on the user that is held in the MBS Online Mortgage Portal may be used for monitoring and management information purposes and may be shared within MBS.
6. We reserve the right to terminate the User's access to the MBS Online Mortgage Portal if the User breaches these Terms of Use.

### SECURITY

1. Each User accessing the MBS Online Mortgage Portal must have their own individual username and password.
2. The User is responsible for the security and confidentiality of any usernames, passwords or other information needed to access or use the MBS Online Mortgage Portal. The User must not allow any other person to access the MBS Online Mortgage Portal or any services via the User's log in details or password.
3. The User must follow the guidelines on good password practice when creating a unique password on registration.
4. The User must notify us as soon as possible by calling our Intermediary Sales Team on 01623 676360 if they know or suspect that another person knows their log in details or password.

### USE OF THE MBS ONLINE MORTGAGE PORTAL

1. The trademarks, copyright, database rights and other intellectual property rights in the MBS Online Mortgage Portal, and the information, content, material or data that we display on the MBS Online Mortgage Portal belongs to us or our licensors and all such rights are reserved.
2. 'Case tracking' and 'detailed tracking' screens is restricted to the user and the user must not share any information displayed on the tracking screens with any other third party and not allow the applicants access to it under any circumstances.

3. The User may view, download, copy or print materials on the MBS Online Mortgage Portal for use in connection with the submission of Applications only and provided the User does change or delete any copyright, trademark or other proprietary notices on such content.
4. The User must not use any part of the content on the MBS Online Mortgage Portal for commercial purposes without obtaining a licence to do so from us or our licensors (which will be at the sole discretion of us or our licensors).
5. If the User accesses or uses any part of the MBS Online Mortgage Portal or prints off, copies or downloads any contents on the MBS Online Mortgage Portal in breach of these Terms of Use, the User's rights to use the MBS Online Mortgage Portal will cease immediately and the User must, at our option, return or destroy any copies of the materials the User has made.

## **RELIANCE ON INFORMATION ON THE MBS ONLINE MORTGAGE PORTAL**

1. The content on the MBS Online Mortgage Portal is intended for general information only and it is not intended to amount to advice. Although we make reasonable efforts to update the information on the MBS Online Mortgage Portal, we make no representations, warranties or guarantees, either express or implied, that the content on the MBS Online Mortgage Portal is accurate, complete or up to date.

## **UPLOADING INFORMATION TO THE MBS ONLINE MORTGAGE PORTAL**

1. Users must not transmit across or submit to the MBS Online Mortgage Portal any material, data or information that infringes the intellectual property rights of any person, that is obscene, offensive, defamatory, discriminatory, hateful or inflammatory or that breaches any statute, regulation or rule of law.

## **INDEMNITY**

1. The User agrees to indemnify us against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by the User or any person using the User's log in details or password (whether or not the User has authorised that person to use their log in details and password) to comply with these Terms of Use.

## **LIABILITY FOR LOSS**

1. This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms of Use purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence.
2. We accept no responsibility for loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from a User's use of the MBS Online Mortgage Portal or a User's use of or reliance on information contained on or accessed through the MBS Online Mortgage Portal. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is hereby excluded.
3. We accept no responsibility for loss or damage arising from links in the MBS Online Mortgage Portal to any other third-party sites. Any such links are provided for information only. We have not approved the content or security of such sites.

## **CHARGES**

1. We currently make no charge to Users for using the MBS Online Mortgage Portal, but we reserve the right to introduce and / or vary a charge in the future. Users are responsible for the costs and charges they incur in providing the equipment, software and communication services they use to access the MBS Online Mortgage Portal.

## **CHANGES TO THE TERMS OF USE**

1. We may alter these Terms of Use at any time by posting an amended copy of the Terms of Use on our intermediary website(s) without prior notification to Users. Users should ensure that they check these Terms of Use each time they use the MBS Online Mortgage Portal so that they are aware of the terms which apply at that time.

## **COMPLIANCE WITH DATA PROTECTION LAW**

1. Users will comply with all applicable obligations arising out of relevant data protection legislation in force from time to time, including, but not limited to the Data Protection Act 2018 and the EU General Data Protection Regulation.
2. Information and data on the user will be retained in the MBS Online Mortgage Portal after the relationship has ended.
3. The User will agree to and accept the Intermediary Data Protection Agreement.