

## BROKER TERMS OF BUSINESS

**ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE BROKER PLATFORM. TICKING THE CONSENT BOX TO THESE BROKER TERMS OF BUSINESS (Terms) AND USING THE BROKER PLATFORM INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT PROCEED ANY FURTHER AND DO NOT USE THE BROKER PLATFORM.**

### 1 Information about Us

1.1 This Website is hosted and operated by Cynergy Bank Limited (the **Bank**), a limited liability company registered in the United Kingdom under company number 04728421. Our registered office address is at 4th Floor, One New Change, London EC4M 9AF.

1.2 In these Terms, unless the context requires otherwise:

**Appointed Representative** means an appointed representative as defined in the glossary of the FCA Handbook, for whom the Intermediary Firm acts as principal and who will introduce Potential Borrowers to the Bank

**Bank Products** means the mortgage products and services of the Bank communicated to the Intermediary Firm which you represent or which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative) via email communications, the Bank's website or any other method of communication provided by the Bank from time to time;

**Broker Platform** means the electronic platform through which You will submit certain documentation and information in relation to the Potential Borrowers relating to the purchase of a Bank Product, which is accessed at [www.cynergybank.co.uk](http://www.cynergybank.co.uk);

**Commission** means the sum payable by the Bank to the Intermediary Firm which you represent or which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative) in accordance with the Intermediary Agreement;

**Employee** means a director, employee, person who has a contract for services with a firm, of other representative of a firm, as applicable;

**FCA** means the Financial Conduct Authority or any successor regulatory body;

**Intermediary Agreement** means the agreement entered into between Us and the Intermediary Firm which you represent or which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative), with respect to the procurement of Potential Borrowers;

**Intermediary Firm** means any firm which has entered into an Intermediary Agreement and has registered with Us; and is an authorised person (as defined in the FCA Handbook), with permission to advise on and arrange regulated mortgage contracts. The Intermediary Firm is also registered with the FCA as a consumer buy-to-let adviser and a consumer buy-to-let arranger.

**MCOB** means the Mortgages and Home Finance: Conduct of Business sourcebook, within the FCA Handbook;

**Potential Borrowers** means clients whom you engage with, including Property Buyers and Property Sellers;

**Property Buyer** means a person wishing to buy a property via the Intermediary Firm which you represent or which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative) ;

**Property Seller** means a person wishing to sell their property via the Intermediary Firm which you represent or which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative); and

**Privacy Policy** means Our privacy policy found at <http://www.cynergybank.co.uk> .

- 1.3 References to "the Bank", "Us", "Our" or "We" are references to Cynergy Bank Limited, or any successor company.
- 1.4 References to "You" or "Your" means a reference to You as an individual, and, where applicable, the company or other legal entity for which You are authorised to accept these Terms and any other party that You have authorised to use Our website at <http://www.cynergybank.co.uk/mortgage-intermediaries> or any replacement website from time to time (**Website**) and Our Broker Platform <https://intermediaries.cynergybank.co.uk/MolSiteVisa/Logon/Logon.aspx?ReturnUrl=%2fMolSiteVisa%2fWhoAmI.aspx> on Your behalf. For the avoidance of doubt, "You" includes (as the context requires or allows and without limitation), a) an Intermediary Firm; b) an Employee of an Intermediary Firm; c) an Appointed Representative; d) an Employee of the Appointed Representative.

## 2 Use of Broker Platform

- 2.1 We are the owner or the licensee of all intellectual property rights in the Broker Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2.2 You may print off one copy, and may download extracts, of any page(s) from Our Broker Platform for Your personal reference and You may draw the attention of others within Your organisation to material posted on Our Website.
- 2.3 You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way from the Broker Platform, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 2.4 Our status (and that of any identified contributors) as the authors of material on Our Website and Broker Platform must always be acknowledged.
- 2.5 You must not use any part of the materials on Our Website or Broker Platform for any commercial purposes not contemplated in these Terms without obtaining a licence to do so from Us or Our licensors. You may contact Us to seek Our permission by [brokersupport@cynergybank.co.uk](mailto:brokersupport@cynergybank.co.uk).
- 2.6 Without limiting other remedies, We may immediately issue a warning to You, or suspend or terminate access to or use of Our Broker Platform:
- (a) if You breach any of these Terms or the documents incorporated by reference; or
  - (b) the Intermediary Firm whom You represent or which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative) is (in Our sole and reasonable discretion) in breach of any term of the Intermediary Agreement; or
  - (c) any of the representations made by You in section 3.1 below, is (in Our sole and reasonable discretion) untrue or materially inaccurate; or
  - (d) if We are unable to verify or authenticate any of Your information in any circumstances where You have provided Your information; or
  - (e) if We believe that Your actions may cause legal liability for You, Our users or Us.

### **3 Eligibility to use the Broker Platform**

- 3.1 In consideration of Us granting You access to the Broker Platform, for the sole purpose of commencing or progressing an application for a Bank Product, on behalf of a Potential Borrower, You confirm and agree that:
- (a) You are:
    - i. an Employee of an Intermediary Firm;
    - ii. an Appointed Representative of an Intermediary Firm; or
    - iii. Employee of an Appointed Representative ;
  - (b) If You are not an Intermediary Firm, Your Intermediary Firm, or the Intermediary Firm which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative), has given You authorisation to use Our Website and has supplied Us with Your name;
  - (c) You are not subject to any disciplinary proceeding, sanction or warning or similar proceedings by Your Intermediary Firm or the Intermediary Firm which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative), or by the Appointed Representative, as applicable, or by any

governmental, administrative, judicial or regulatory body (including the FCA, where applicable):

- (d) in the provision of services to Potential Borrowers, You will comply with all applicable rules and guidance of the FCA, including MCOB; in particular You will disclose to Potential Borrowers the basis of Your Intermediary Firm's remuneration or the Intermediary Firm which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative), as applicable, (which shall include the amount of Commission payable by the Bank to such Intermediary Firm);
- (e) if You provide advice to Potential Borrowers:
  - (i) You will, in particular, comply with chapters 4 and 4A of MCOB (as supplemented or amended from time to time), or such other advising and selling standards as are relevant to the particular Bank Product (e.g. for equity release products, chapter 8);
  - (ii) You are approved, and continue to be approved, as an 'Approved Person', by the FCA and You have complied and continue to comply with the FCA's rules and guidance for Approved Persons;
  - (iii) You will notify the Bank if there is any change to your status as an 'Approved Person' by the FCA;
  - (iv) You maintain all appropriate training and competency qualifications required under the FCA rules.
- (f) You will communicate accurate, honest and complete information on any of the Bank's products which You recommend or otherwise promote to a Potential Borrower, as set out in marketing material made available to You or Your Intermediary Firm, or the Intermediary Firm which acts as your principal (where you are an Appointed Representative) or which acts as your firm's principal (where you are an Employee of an Appointed Representative), as applicable, by the Bank;
- (g) You have communicated to the Potential Borrower, and where appropriate obtained consent from the Potential Borrower, that:
  - (i) the Bank may use credit reference and fraud prevention agencies to help Us make decisions;
  - (ii) any search at a credit reference agency will leave a record of the search on the Potential Borrower/Borrowers credit file. Any search will not be visible to other lenders at the decision in principle stage; this is known as a 'soft check';
  - (iii) it is important that information provided by the Potential Borrower is true and accurate as it may be checked with and recorded by a fraud prevention agency; and
  - (iv) information on what We do and how both We, and credit reference and fraud prevention agencies will use the Potential Borrower's information is explained in our Privacy Policy . If the Potential Borrower would like to

read the full details of how his/her data may be used, then they can visit Our Website or phone Us on 0345 850 5555;

- (v) You are required to provide the following information on the Potential Borrower to the Bank, in order for the Bank to carry out customer due diligence:
  - (A) where you have met face to face with the Potential Borrower, a copy of the Potential Borrower's valid passport, photo ID or photo driving licence, certified by you as true and correct; or
  - (B) in other cases not covered by (A), a copy of the Potential Borrower's valid passport, photo ID or photo driving licence, certified by a professional (in line with the requirements of the Bank's Intermediary Criteria Guide disclosed to your Intermediary Firm from time to time);
  - (C) where a Potential Borrower is a non-UK passport or photo ID holder, a residency certificate or similar document evidencing the Potential Borrower's right to remain in the UK, certified in accordance with (A), where you have met face to face with the Potential Borrower, or in accordance with (B) in other cases not covered by (A); and
  - (D) for all Potential Borrowers, proof of address by way of a utility or Council tax bill issued at a date not more than 3 months prior to the date of submission to the Bank of the Potential Borrower's application for a Bank Product, certified in accordance with (A) where you have met face to face with the Potential Borrower, or in accordance with (B) in other cases not covered by (A).
- (h) any information You provide to Us through the Broker Platform shall be provided with the Potential Borrower's informed consent. In particular, such information:
  - (i) shall be provided for the sole purpose of commencing or progressing an application for a Bank Product, on behalf of a Potential Borrower;
  - (ii) shall be true and accurate, and not be false, inaccurate or misleading;
  - (iii) shall not be fraudulent;
  - (iv) shall not violate any law or regulation;
  - (v) shall not be defamatory, libellous, unlawfully threatening or harassing;
  - (vi) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate Our Website or the Broker Platform or any part thereof; and
  - (vii) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider(s) or other suppliers;
- (i) any personal data provided to You by a Potential Borrower relating to a Bank Product will be processed by You in accordance with relevant data protection

legislation, and Your Intermediary Firm's data protection/privacy policy or where you are an Appointed Representative (or an Employee of an Appointed Representative), the data protection/privacy policy of such Appointed Representative and of the Intermediary Firm which acts as the Appointed Representative's principal; and

- (j) You will not hold Yourself out to the Potential Borrower as the agent, employee or other representative of the Bank and will not seek to make any commitment or representation on the Bank's behalf.

## **4 Data Privacy and Data Protection**

- 4.1 We process information about the Potential Borrower in accordance with Our Privacy Policy. By using the Broker Platform You consent to Us processing information about the Potential Borrower in accordance with our Privacy Policy.

## **5 Links to other Websites**

- 5.1 Links to third party websites on Our Website are provided solely as a convenience to You. If You use these links, You will leave Our Website. We have not reviewed all of these third party websites and We do not control and are not responsible for any of these websites or their content. The Bank does not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. If You decide to access any of the third party websites linked to this Website, You do this entirely at Your own risk.

## **6 Linking to Our Website**

- 6.1 You may link to Our Website, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.
- 6.2 You must not establish a link from any website that is not owned by You.
- 6.3 Our Website must not be framed on any other website, nor may You create a link to any part of Our Website other than the home page. We reserve the right to withdraw linking permission without notice.

## **7 Use of the Broker Platform**

- 7.1 You are entirely responsible and liable for all information uploaded to the Broker Platform.
- 7.2 We shall have the right, but not the responsibility, to remove any uploaded content which is deemed, in Our sole discretion to be harmful, offensive, or otherwise in violation of any laws, regulations or FCA guidance. You will indemnify Us for any breach of this provision.

## **8 Disclaimer**

- 8.1 Access to the Broker Platform is provided to You without any warranty of any kind, including warranty as to fitness for a particular purpose, or non-infringement of intellectual property.
- 8.2 The Bank may make changes to the materials and services available on the Website, or on the Broker Platform, or to the products (including to any term or feature of a product, such as fees and pricing) described in them, at any time without notice.
- 8.3 The materials and services displayed on the Website may be out of date and the Bank makes no commitment to update the materials and services at this Website.

## **9 Limitation of Liability**

- 9.1 In no event will the Bank be liable to You for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, or inability to use the Broker Platform or the Website, or the materials, information or services contained on the Broker Platform or the Website, whether based on warranty, contract or tort (including negligence) and whether or not advised of such damages.

## **10 No Agency**

- 10.1 Both You and the Bank are independent contractors, and no agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

## **11 Admissibility in Legal Proceedings**

- 11.1 A printed version of these Terms shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **12 Applicable Laws**

- 12.1 This Website and Broker Platform are administered by the Bank from its registered office which is in the United Kingdom. The Bank makes no representation that materials or services on the Website or Broker Platform are appropriate or available for use outside the United Kingdom. If You choose to access this Website and/or Broker Platform from outside the United Kingdom, You do so on Your own initiative and are responsible for compliance with applicable local laws. These Terms, the Privacy Policy and any non-contractual obligations connected with it are governed by and construed in accordance with English Law and, by accessing the Broker Platform, You hereby submit to the exclusive jurisdiction of the courts of England and Wales.

## **13 General**

- 13.1 The Bank may revise these Terms at any time by updating this link to these Terms on this Website. You should visit this page from time to time to review the then-

current Terms because they are binding on You. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

- 13.2 Ticking the consent box to these Terms, and your use of the Broker Platform, shall be deemed to be acceptance of the Terms.