

WEBSITE CONDITIONS OF USE & FAIR USE POLICY

1. GENERAL

- 1.1 These conditions of use apply between Decision First Limited (registered number 08125202) which is the owner of the Website and whose registered office is at Cardinal House, 9 Manor Road, Leeds, West Yorkshire, LS11 9AH (“**Decision First**,” “we,” “us” or “our”) and the user or viewer of the Website (“you” or “your” or “Law Firm”), together “the parties” and each “a party”.
- 1.2 By proceeding with access to the Website you are deemed to have accepted these conditions of use. If you do not agree with these conditions of use you must leave the Website immediately.
- 1.3 Our usage of your personal information is governed by our privacy notice. Please read this carefully as it deals with your rights and our obligations in relation to your personal data, including what we can do with it, to whom we may disclose it together with your rights of access.
- 1.4 We reserve the right to amend these conditions of use from time to time without notice to you. We recommend you regularly revisit this page to ensure you have seen and are aware of our latest terms.

2. DEFINITIONS AND INTERPRETATION

In these conditions of use, the following words shall have the following meanings:

“**Approving User**” means a person authorised on behalf of the Law Firm to approve the Law Firm’s use of the System;

“**Confidential Information**” means the terms of these conditions of use, the Data and any information in whatever medium, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party and any other information clearly being designated as being confidential or which ought reasonably to be considered confidential;

“**Data**” means, as applicable, all information, data and materials provided by or on behalf of you;

“**Data Protections Laws**” includes but is not limited to the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the General Data Protection Regulation 2016 (“**GDPR**”) as incorporated and implemented into the laws of the United Kingdom by the EU (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and all national and applicable laws and regulations that relate to the protection and processing of personal data and privacy together with any mandatory guidance and/or codes of practice issued by the United Kingdom's Information Commissioner, all as amended, replaced, re-enacted or superseded from time to time;

“**Intellectual Property**” means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;

“Lender” means the entity which instructs the Law Firm to provide the Services through the System;

“Primary User” user who uses the System under specific login credentials, including but not limited to the Law Firm’s partners, members or employees or independent contractors who are entitled to access the System on behalf of the Law Firm for the purposes of inputting and maintaining the Data.

“Secondary User” a user who uses the Website and/or the System without specific login credentials.

“Software” means Decision First’s lender exchange platform software program including any replacements, modifications, variations, enhancements or additions to such program supplied under these conditions of use;

“System” means the online lender exchange platform provided by Decision First via the Software which (i) enables the exchange of instructions, documentation and information between the Law Firm and the Lender; (ii) establishes and allows the administration of an industry-wide conveyancing panel management database (iii) supports the validation of information and Data and (iv) provides relevant transactional functionality;

“Virus” means any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Website” means the website located at <https://lenderexchange.co.uk/>

4. ACCURACY AND VALIDITY OF INFORMATION

- 4.1 Whilst we take all reasonable steps to ensure that the information contained within the Website is accurate and up-to-date, it is nonetheless supplied on an “as is” basis and accordingly we do not accept any liability for any errors or omissions.
- 4.2 If you are in any doubt as to the validity of information made available within the Website, we recommend you seek verification by contacting us.
- 4.3 Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.

5. USE OF THE WEBSITE

- 5.1 The Website is intended for commercial use only. Interference or entry to the Website with intent to corrupt, damage or deny service is taken seriously and we will take such action as is necessary to protect the Website from any such activities.
- 5.2 You must ensure that the Data you give us about you and any information which you provide to us about any third party (including the Approving User and any Primary Users) while using the Website are correct.
- 5.3 Secondary Users may access the Website and the System in order to search for Law Firms, other professionals or services and/or validate information they already hold against Data held by Decision First on the System.
- 5.4 We reserve the right to withdraw access to the Website and/or the System without prior notice if we believe or suspect that there is has been or will be a breach or abuse of the System, Website

or these conditions of use, and/or we become or are made aware that the Law Firm's cyber security has been or may be compromised.

5.5 If your use of the Website and/or the System involves use of a login, you will be asked to set a user name and password. It is your responsibility to keep your account secure by:

5.5.1 Keeping your login details confidential;

5.5.2 not allowing others to use your login details;

5.5.3 changing your password at regular intervals;

5.5.4 contacting Decision First immediately if you believe your login details are no longer secure or have been used by a 3rd party.

6. DATA AND MATERIALS

6.1 We shall follow our standard archiving procedures for any Data and information submitted by you through the Website. In the event of any loss or damage to such Data, your sole and exclusive remedy shall be for us to use reasonable endeavours to restore such Data from the latest back-up maintained by us in accordance with such archiving procedures.

6.2 You agree that the Data will be used for the purposes of establishing whether you are to be permitted access to the System and for validation by Decision First and Lenders. Data may also be used by Decision First, Lenders and Primary/Secondary Users to enable the progression of conveyancing transactions.

6.3 Each party agrees to comply with the relevant provisions of the Data Protection Laws and any directions issued by the Information Commissioner in its processing of Personal Data (as defined in the Data Protection Laws) where such Personal Data is comprised in the Data.

7. INTELLECTUAL PROPERTY

7.1 You acknowledge that all Intellectual Property in the whole and every part of the Website belongs and shall belong to Decision First, unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in any media by you or by any person without the prior written consent of Decision First.

8. AVAILABILITY OF THE WEBSITE

8.1 Whilst we take all reasonable steps to ensure the Website is always accessible we will not be held liable if, for any reason, the Website is unavailable for any period. We may also have to suspend access to the Website for routine or emergency updates and maintenance but we will endeavour to keep any disruption to a minimum.

8.2 We cannot warrant that the Website will be free of viruses or defects of any description and we will not be held responsible for any technical problems you may suffer as a result of your use of the Website.

9. CONFIDENTIALITY

9.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under these conditions of use (and if applicable the Law Firm Terms & Conditions) and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under these conditions of use (and if applicable the Law Firm Terms & Conditions) to those of its partners, members, employees, officers and professional advisers (and in the case of Decision First to Lenders and any other such third parties, for example credit reference agencies etc) who need to have access to it.

- 9.2 Each party shall take all reasonable precautions (and at least as great as those it takes to safeguard its own confidential information) to safeguard the Confidential Information, including maintaining appropriate technical and organisational measures to safeguard the Confidential Information having regard to the sensitive nature of the Confidential Information and the harm that might result from its misuse.
- 9.3 Each party shall keep Confidential Information of the other party as disclosed to it for so long as is necessary for the proper performance of its duties under these conditions of use (and if applicable the Law Firm Terms & Conditions), and in the case of Decision First, in line with any Data Protection Policy as may be in place from time to time.
- 9.4 The provisions of clause 9.1 shall not apply to Confidential Information that:
- 9.4.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;
 - 9.4.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 9.4.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
 - 9.4.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
 - 9.4.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.

10. LIABILITY

- 10.1 We shall not be liable for any loss or damage that you or a third party may suffer in connection with the Website in any way, including but not limited to loss or damage due to viruses, other malicious software and/or malware that may infect your computer equipment, software, data or other property or your downloading of any material. Nothing in these terms and conditions shall exclude or limit our liability for death, personal injury or fraud.

11. COMMUNICATIONS

- 11.1 You should be aware that communications over the Internet, such as e-mails, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered- this is the nature of the internet. We cannot accept any responsibility for unauthorised access or loss of personal information that is beyond our control.

12. DISCLAIMER

- 12.1 Whilst Decision First uses all reasonable efforts to ensure that the information contained on the Website is current, accurate and complete at the date of publication, no representation or warranties are made (express or implied) as to the reliability, accuracy or completeness of such information. Decision First, therefore, cannot be held liable for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on the Website. We publish this content as supplied to us and are not responsible for its accuracy or timeliness. You must take appropriate steps to verify this information before acting upon it. In addition, no warranty is given as to the freedom of the Website from errors, defects, viruses or other malicious programs or macros.
- 12.2 Neither Decision First nor any other company in the Decision First group of companies will be liable for any loss of use, profits, savings or data or any indirect, special or consequential damages or losses, whether such losses arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to your use of, reliance

upon or inability to use the Website.

13. JURISDICTION AND CHOICE OF LAW

- 13.1 The Website is established by Decision First in England. Any use of it shall at all times be governed by English law and, in the event of any dispute, the relevant parties shall irrevocably submit to the exclusive jurisdiction of the English courts.
- 13.2 To the extent that any part of these conditions of use is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction such part shall to that extent be severed from the remaining terms all of which shall remain in full force and effect as permitted by law.

14. FAIR USE POLICY

14.1 This Fair Use Policy sets out acceptable use of the Decision First websites, systems and the Lender Exchange system (together “the Services”). The expressions “we”, “us” and “our” refer to Decision First.

14.2 Why do we have a Fair Use Policy?

14.2.1 Decision First offers multi-tenant Services. This means that our Services are used concurrently by a number of customers. If a single entity places very high demands on the Services then it is possible that this will affect the experience for other users.

14.2.2 Our Fair Use Policy manages any inappropriate use and makes sure the Services can be used fairly by everyone. Decision First takes measures to ensure usage is within reasonable parameters and provides guidance on fair use of the Services, to ensure that each customer using our Services has a consistently high-quality experience.

14.3 Levels of Fair Use

14.3.1 Usage of the Services is monitored on a continuous basis. Only customers that consistently generate exceptionally high load over a sustained period of time will be affected by this Fair Use Policy.

14.3.2 This is currently defined as per the limits detailed below, although Decision First reserves the right to amend these limits from time to time. Fair Use of the Services is driven by distinct activity including:

- the number of third party organisations onboarded
- the number of users created
- the number of APIs made available
- the API traffic volumes

14.3.3 The Fair Use Policy is governed based on limits defined as follows:

- Traffic 5GB Daily Throughput Quota
- Storage 500MB instance storage + 100MB Log Storage
- No more than 1 request per second per application user to ensure all customers receive the best experience

14.3.4 Any applications that access the Services must not place unreasonable load on our servers. We will monitor usage and reserve the right to block IPs, accounts or use other means to prevent damage or impact to other customers.

14.4 Breaches of Fair Use Policy

14.4.1 We will determine, in our sole discretion, whether there has been a breach of the Fair Use Policy through your use of our Services.

14.4.2 When a breach of this Fair Use Policy has occurred, we may notify you of such breach. Rather than rate limit, block and/or terminate your use of the Services, we would rather work with you to bring your use to acceptable levels wherever possible.

14.4.3 If a customer repeatedly exceeds this Fair Use Policy, then Decision First reserves the right to restrict access to our Services or levy charges for excessive usage.

14.4.4 We exclude liability for actions taken in response to breaches of this Fair Use Policy. The responses described in this Fair Use Policy are not limited, and we may take any other action we reasonably deem appropriate.

14.5 Extenuating Circumstances

Decision First understands that customers will occasionally have very high volumes of traffic outside of normal usage patterns. In those cases where this traffic can be predicted Decision First request to be informed with as much notice as possible to ensure that the delivery of the Services remains consistently high.

14.6 Changes to the Fair Use Policy

This Fair Use Policy may be updated from time to time, and the latest version of the document will be made available in this page.

15. VARIATIONS

15.1 These conditions of use and Fair Use Policy were last updated on 17th April 2023.