



Smartr365 Main Terms and Conditions

1 INTRODUCTION

- 1.1 Welcome to Smartr365 which is provided to you by Smartr365 Finance Limited (“Smartr365”, “us”, “we” or “our”). Our registered office is at 1 Queen Caroline Street, Hammersmith, London, United Kingdom, W6 9YN. Our registered company registration number is 10487227.
- 1.2 Smartr365 is a leading SaaS platform that empowers mortgage and protection advisers to deliver a seamless homebuyer journey, giving their clients a smoother experience while driving efficiency across every step of the process.
- 1.3 Please read these Main Terms and Conditions of Use (“**Terms**”) carefully. They set out the basis on which you may access and use the Smartr365 platform and its APIs (the “**Platform**”). These Terms apply to all users who are given access to the Platform, including employees and contractors of brokers or other service providers, and Advisers’ clients to the extent that access is provided to them by Advisers.
- 1.4 References in these Terms to “you” or “your” mean the Adviser, as defined in Schedule 1.
- 1.5 These Terms govern your subscription to and use of the Platform. By purchasing a Subscription Order (“**Order**”), including selecting a plan, the minimum number of registered users and any Value-Added Services (“**VAS**”), you enter into a legally binding contract with us (the “**Agreement**”). The Agreement is comprised of:
 - 1.5.1 your Subscription Order (“**Order**”);
 - 1.5.2 **Schedule 1 – Legal Terms and Definitions;**
 - 1.5.3 **Schedule 2 – Data Processing Terms;**
 - 1.5.4 **Schedule 3 – Products and Value-Added Services;**
 - 1.5.5 **Schedule 4 – Referral Terms;**
 - 1.5.6 **Schedule 5 – Special Terms;**
 - 1.5.7 these **Terms** (excluding the Schedules);
 - 1.5.8 our **Privacy Policy** and any policies referenced in these Terms.
- 1.6 In the event of any conflict or inconsistency within the Agreement, the documents shall prevail in the order listed above, with higher items taking precedence over lower ones.
- 1.7 You warrant that you are a business customer (Adviser firm or another authorised intermediary) and not acting as a consumer.
- 1.8 The most current versions of these Terms, the Privacy Policy and the Schedules will always be available on our website, and you may view or download the versions applicable at the time you purchased or renewed your subscription via your account.

2 ACCEPTANCE OF OUR TERMS

- 2.1 In order to use the Platform, you must agree to be bound by these Terms. By using the Platform, you agree to accept and comply with these Terms. If you do not agree to accept these Terms, you must not use the Platform.
- 2.2 We recommend you review these Terms each time that you use the Platform and save a copy of them for your future reference.
- 2.3 Your creation of an account, purchase of a subscription and/or continued use of the Platform constitutes acceptance of these Terms.

3 SMARTR365'S RIGHT TO AMEND THESE TERMS

- 3.1 Smartr365 reserves the right to change these Terms at any time, including in relation to the way in which the Platform works or may be accessed, our arrangements with third parties, and to achieve compliance with laws and/or regulations.
- 3.2 If Smartr365 changes the Terms, we will take steps to make clear the revised date of the new Terms. We may also communicate changes to you via the Platform or by email. You are responsible for regularly reviewing these Terms so that you are aware of any changes. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms. If you do not agree to (or cannot comply with) the revised Terms, please do not use the Platform.
- 3.3 Where we make material changes that are detrimental to you (for example, changes to subscription fees or VAS terms as set out in Schedule 3 during a current term except where permitted under clause 9 of these Terms), we will give you at least thirty (30) days' notice before the renewal date, unless a shorter period is required by law, regulation or urgent operational/security reasons.

4 USING THE PLATFORM

- 4.1 We reserve the right to suspend the Platform. We shall try to provide reasonable notice of our intention to suspend the Platform but may not always be able to do so. Please also refer to clause 10 of these Terms.
- 4.2 You are responsible for making all arrangements necessary to access our Platform.
- 4.3 You are also responsible for ensuring that all authorised persons accessing our Platform are aware of these Terms.
- 4.4 You are responsible for administering your authorised users, including provisioning and de-provisioning access and maintaining accurate account details.
- 4.5 You must not use the Platform in a way that violates Applicable Laws, infringes third-party rights, introduces malicious code, circumvents technical controls, or misuses APIs (including rate limits).

5 AVAILABILITY OF THE SERVICE

- 5.1 We strive hard to make available a Platform that is helpful, easy to use and secure. However, you acknowledge that we cannot guarantee that the Platform will:
 - 5.1.1 always stay the same or perform entirely as expected;
 - 5.1.2 perform as or be compatible with any hardware, software or data format that you may use;
 - 5.1.3 be available all the time (we might need to suspend the Platform for technical or commercial reasons);
 - 5.1.4 be entirely accurate, complete or up-to-date (as, for example, reliance is placed on external third parties); or

- 5.1.5 be entirely error-free or free of viruses, electronic bugs, Trojan horses or other harmful components ("Viruses") and you agree to take your own precautions accordingly, although we take reasonable steps to minimise the risk of Viruses being introduced to the Platform.
- 5.2 You also acknowledge that, without prejudice to our legal obligations, while we take reasonable steps to ensure that data shared or submitted via the Platform is secure, we cannot guarantee the security of our Platform.
- 5.3 We will use reasonable efforts to provide availability during Normal Business Hours (as defined in Schedule 1). Wherever possible, scheduled maintenance will be performed outside those hours and we will give reasonable advance notice via the Platform.
- 5.3.1 Smartr365 targets 99.5% Platform uptime per calendar month during Normal Business Hours, excluding scheduled maintenance. Smartr365 maintains uptime records using internal tools, available on request
- 5.3.2 If uptime falls below 99.5% monthly (excluding permitted downtime), Advisers may request a 5% credit of the monthly Subscription Fee per 1% below target, capped at 10%. Email requests to info@smartr365.com within thirty (30) days. Credits apply to the next invoice and are the sole remedy, except for Smartr365's gross negligence.
- 5.4 You must not:
 - 5.4.1 interfere with, or disrupt, the Platform or any servers or networks connected to the Platform, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any page of the Platform is rendered or displayed in a user's browser or device;
 - 5.4.2 access the Platform via a means not authorised in writing in advance by Smartr365, including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies);
 - 5.4.3 attempt to restrict another user of the Platform from using or enjoying the Platform and you must not encourage or facilitate the breach of these Terms by others;
 - 5.4.4 use the Platform for any illegal or unauthorised purpose; or
 - 5.4.5 change or alter the Platform or change, modify or alter another website to inaccurately imply an association with the Platform or with Smartr365.

6 YOUR PRIVACY

- 6.1 Our Privacy Policy explains how we process any personal data that is shared with us via the Platform.
- 6.2 Please also refer to your broker's/service provider's/employer's privacy policy to understand how the data that you share with them is processed.
- 6.3 For data protection purposes:
 - 6.3.1 **Controller:** In respect of Adviser and registered user data (e.g., account, billing, usage and support data), Smartr365 acts as a Data Controller.
 - 6.3.2 **Processor:** In respect of homebuyer/client personal data entered into the Platform by Advisers or directly by homebuyers, Smartr365 acts as a Data Processor on behalf of the Adviser.

6.3.3 The parties' respective roles and obligations are further set out in Schedule 2.

7 REGISTRATION, USER ACCOUNT, PASSWORD AND SECURITY

7.1 Registration and use of the Platform

7.1.1 By registering and using the Platform, you represent that:

7.1.1.1 you are at least 18 years old; and

7.1.1.2 you have provided accurate and truthful information during the registration process, including your FCA registration details.

7.2 Password Security

7.2.1 In order to use parts of the Platform, you must subscribe to the service. During the subscription process, you may be required to provide certain information to complete your registration and to create login details for your use of the Platform.

7.2.2 You are responsible for maintaining the confidentiality of the username and password. We will be entitled to assume that any person logging into the Platform or using the Platform using your username and password is you.

7.2.3 You are responsible for any use of the Platform under your username and password, including all financial charges and liability. We recommend that you change your password from time to time to assist with security.

7.3 Unauthorised Access

7.3.1 You must not share your username or password with any other person. Each Registered User must access the Platform only through their own authorised account.

7.3.2 If you believe someone has accessed the Platform using your username and password without your authorisation, it is your responsibility to set up a new password.

7.3.3 You must immediately notify us of any unauthorised use of your password or username or any other breach of security (including where you may have disclosed or lost your username and/or password).

7.3.4 You must implement reasonable security measures. Multi-factor authentication (MFA) is available and should be enabled for all Registered Users.

7.3.5 You must also promptly disable access for any users who leave your organisation.

8 CONTENT AVAILABLE THROUGH THE SERVICE

8.1 Access

8.1.1 Your access to any information, data, images, photographs, videos and other content displayed on the Platform ("Content") is permitted in accordance with, and subject to your compliance with, these Terms.

8.2 Restriction on use

- 8.2.1 You must not use, or cause others to use, any automated system or software to extract Content from the Platform except in cases where you or any applicable third party has entered into an agreement with us that expressly permits such activity.
- 8.2.2 You must not use the Content for any illegal or unauthorised purpose.

9 SUBSCRIPTIONS, TRIALS AND FEES

9.1 Plans and start

- 9.1.1 Advisers may select a subscription plan and add VAS bundles as set out in Schedule 3. Your subscription commences on the Effective Date (as defined in Schedule 1), being the date of purchase (or, if a free trial applies, the date of trial activation).

9.2 Free trial

- 9.2.1 Free trial periods might be applicable to your subscription depending on your commercial terms and are subject but not limited to provisions specifically stated under Schedule 1 and 3 of this document.
- 9.2.2 At the end of the trial, if you have not explicitly selected a subscription, your chosen plan will be paused and automatically be converted to a paid subscription, and fees will be charged monthly in accordance with Schedule 3 on payment details or provided.
- 9.2.3 The stipulation in clause 9.2.2 in these Terms will not occur if you cancel prior to the trial ending.

9.3 Minimum registered users

- 9.3.1 Fees are calculated based on the plan, any selected VAS and the minimum number of registered users you commit to.
- 9.3.2 You may increase the number of registered users at any time (with fees prorated); reductions take effect at the next renewal unless stated otherwise in Schedule 3.

9.4 Billing and payment.

- 9.4.1 You authorise us to collect fees by the payment method you provide (via our payment processor).
- 9.4.2 All fees are exclusive of VAT and any other applicable taxes, which shall be charged in addition.
- 9.4.3 Invoices/receipts will be available in your account either via the Platform or via Smartr365's preferred payment processor.

9.5 Price changes and Non-Payment

- 9.5.1 We may change subscription pricing for renewals by giving at least thirty (30) days' notice prior to the renewal date.
- 9.5.2 Mid-term changes apply only if you add registered users, add VAS, or upgrade plans.
- 9.5.3 If any amount is overdue and remains unpaid after reminder, we may suspend or limit access until payment is made. Interest may accrue at 4% per annum above the Bank of England base rate.
- 9.5.4 If your access is suspended or terminated due to non-payment, you will not be entitled to any refund or credit of prepaid amounts. Interest on overdue amounts shall accrue in accordance with clause 9.5.3 of these Terms.

9.5.5 You may not withhold, set off or counterclaim against amounts due.

10 TERM AND TERMINATION

10.1 Initial Term

10.1.1 The Initial Term of this Agreement is governed by Schedule 1, clause 10. In summary, the Agreement commences on the Effective Date and continues for twelve (12) months, unless agreed otherwise and continuing for the duration at the time of entering into the subscription, unless terminated earlier in accordance with the Agreement.

10.2 Renewal

10.2.1 Renewal of this Agreement is governed by Schedule 1, clause 10. In summary, upon expiry of the Initial Term, the Agreement automatically renews for successive twelve (12) month Renewal Terms on the same terms and conditions, unless terminated in accordance with the Agreement.

10.3 Termination

10.3.1 Termination rights and consequences are governed by Schedule 1, clause 10.

10.3.2 Advisers may terminate by giving not less than ninety (90) days' prior written notice, such notice to expire at the end of the Initial Term or any Renewal Term.

10.3.3 Smartr365 may suspend or terminate access for material breach, non-payment, suspension or revocation of FCA authorisation (with immediate suspension pending investigation), or where use of the Platform creates a security, legal, or reputational risk.

10.3.4 Smartr365 may discontinue the Platform (or any part) on at least ninety (90) days' prior written notice (shorter if required for urgent security or legal reasons) with a pro-rata refund of any unused prepaid fees.

10.3.5 On termination or discontinuance: access to the Platform ceases immediately, unpaid fees remain due, refunds (if applicable) are made in accordance with clause 10.3.4 of these Terms, data may be exported on request within thirty (30) days (after which deletion/anonymisation may occur subject to Applicable Laws and Schedule 2), and standard survival clauses continue.

10.4 Precedence

10.4.1 This clause 10 is provided as a summary for convenience only. In the event of any inconsistency, Schedule 1, clause 10 shall prevail.

11 WARRANTIES AND LIMITATION ON LIABILITY

11.1 Warranties.

11.1.1 Smartr365 agrees to make available the Platform with reasonable skill and care.

11.1.2 Other than the express warranty in this clause, the Platform is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without further warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

11.1.3 All other terms and conditions relating to the Platform (whether implied by statute, custom, course of dealing or otherwise) are hereby excluded to the fullest extent permitted by law.

11.2 Liabilities

11.2.1 Subject to Schedule 1, clause 12, Smartr365 will not be liable for any:

11.2.1.1 incorrect or incomplete information provided to us by third parties;

11.2.1.2 loss of anticipated savings;

11.2.1.3 loss of profit or revenue;

11.2.1.4 damage to goodwill; or

11.2.1.5 any indirect, exemplary or special loss.

11.2.2 In the absence of any breach of contract by us, the use by you of the Platform is entirely at your risk.

11.2.3 We do not guarantee the suitability of the Platform for you – you must check that it is appropriate for your needs, especially before your personal information is shared via the Platform.

11.2.4 Nothing in these Terms shall have the effect of excluding or limiting Smartr365's liability for fraud or for death or personal injury caused by our negligence. (For clarity, Advisers are business customers and not consumers, but individual clients of Advisers may have consumer rights in relation to Adviser services).

11.2.5 Our maximum aggregate liability to you in connection with your use or attempted use of the Platform, however arising, whether in contract, tort (including negligence) or otherwise will be as set out in Schedule 1, clause 12.3.

11.2.6 Smartr365 shall have no liability in respect of the acts and omissions of Third-Party Service Providers (as defined in Schedule 1).

12 LINKS TO THIRD PARTY WEBSITES AND PLATFORMS

12.1 The Platform may include links to third party websites and platforms that are controlled and maintained by others. Any link to other websites or platforms is not an endorsement of such websites and you acknowledge and agree that Smartr365 is not responsible for the content or availability of any such websites or platforms.

12.2 We recommend you review those websites and platforms' terms and conditions and privacy policies to ensure you are happy to use them

13 GOVERNING LAW AND JURISDICTION

13.1 These Terms and the use of the Platform generally, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), will be governed by English law.

13.2 Any dispute or claim arising out of or in connection with these Terms or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England

14 NOTICE

14.1 All notices, documents and other communications relating to this Agreement must be given to Smartr365 in writing and delivered to 1 Queen Caroline Street, London W6 9YN or by e-mail to info@smartr365.com or to cancellations@smartr365.com (for cancellation notices).

14.2 We will give notice to you via the Platform or using the contact information you provided to us as part of your registration, or such other details as the Adviser may notify to Smartr365 from time to time

14.3 Notice will be deemed received and properly served:

14.3.1 immediately when posted to the Platform;

14.3.2 twenty-four (24) hours after an e-mail is sent, provided no error message is received; or

14.3.3 three (3) business days after the date of posting any letter.

14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to, and received by, the e-mail address provided by the addressee.

15 QUESTIONS, SUGGESTIONS OR COMPLAINTS

15.1 If you have any questions, suggestions or complaints regarding the Platform, or these Terms, please contact us by sending an e-mail to info@smartr365.com

15.2 If you are dissatisfied with our handling of a complaint, you may have rights to escalate to the UK Information Commissioner (in respect of data protection matters) or to other relevant regulatory bodies.

SCHEDULE 1 – LEGAL TERMS AND DEFINITIONS

1. DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the meanings given to them. In addition:

1.1.1 **“Additional Charges”** means the additional charges payable by the Adviser to Smartr365 in respect of the Adviser’s use of the Smartr365 Platform (such as for specific features or value-added services), which shall be calculated in accordance with Schedule 3 or as otherwise notified by Smartr365;

1.1.2 **“Adviser”** (also referred to in these Terms as “you” or “your”) means the subscribing business customer to the Platform, being a mortgage adviser firm, broker, intermediary, appointed representative (AR) or other authorised person carrying on Regulated Activities, together with its Registered Users acting on its behalf;

1.1.3 **“Adviser and Registered User Data”** means the data of the Adviser and the Registered Users that is transmitted through or otherwise processed on or via the Smartr365 Platform;

1.1.4 **“Adviser Material”** means all material which is provided by or on behalf of the Adviser to Smartr365 for use in the performance of the Services, including without limitation the Adviser’s logo and all documentation provided by the Adviser to Smartr365 to enable Smartr365 to provide the Services;

1.1.5 **“API Data”** means data received by the Platform directly from third-party application programming interfaces (APIs), in the raw form supplied by such APIs;

1.1.6 **“Anti-Money Laundering (AML)”** means all applicable laws, regulations and regulatory guidance relating to the prevention of money laundering and terrorist financing, including the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 (as amended).

- 1.1.7 **“Applicable Laws”** means all applicable laws and regulations in force from time to time;
- 1.1.8 **“Business Day”** means any day that is not a Saturday, Sunday or a public holiday in the United Kingdom;
- 1.1.9 **“Client”** means an individual or organisation that has a Client Agreement with the Adviser;
- 1.1.10 **“Client Agreement”** means an agreement between the Adviser and the Client for the provision of mortgage and financial advice services by the Adviser;
- 1.1.11 **“Compliance Officer”** means the individual appointed by the Adviser’s company to oversee compliance with applicable laws, regulations, and internal policies (including AML requirements) and who may also act as the MLRO where permitted by law.
- 1.1.12 **“Confidential Information”** means all information and documentation (whether disclosed in writing, orally, visually, electronically, or by system access) relating to the business, affairs, software, operations, products, processes, dealings, trade secrets, clients, suppliers, or personnel of the Disclosing Party (including all associated software, specifications, designs and graphics) that is disclosed to or otherwise obtained by the Receiving Party before or after the Effective Date, and that is identified as confidential or would reasonably be regarded as confidential, together with any copies, analyses, summaries or extracts of the same;
- 1.1.13 **“Configuration Services”** means any configuration and enablement services to be provided by Smartr365 to the Adviser, as described in Schedule 3;
- 1.1.14 **“Configuration Charge”** means the charges payable (if any) in respect of the Configuration Services, as set out in Schedule 3;
- 1.1.15 **“Data Protection Laws”** means as applicable and binding on the Adviser and/or Smartr365: (a) in the United Kingdom: the UK GDPR and the Data Protection Act 2018; (b) in the European Union: the GDPR and relevant member state laws implementing it; and (c) any Applicable Laws replacing, amending or supplementing the above from time to time;
- 1.1.16 **“Defaulting Party”** means the Party in respect of whom a breach, insolvency event or other default has occurred which gives the other Party the right to terminate this Agreement;
- 1.1.17 **“Disclosing Party”** means the Party disclosing Confidential Information to the other Party under or in connection with this Agreement;
- 1.1.18 **“Effective Date”** means the date on which the Adviser purchases a subscription to the Platform (or, if a free trial applies, the date of trial activation);
- 1.1.19 **“External Platform Service Providers”** means those third-party service providers used by Smartr365 as part of the functionality or operation of the Smartr365 Platform, as may be replaced or added by Smartr365 from time to time, (for example, cloud hosting or messaging providers). For the avoidance of doubt, these are distinct from Third Party Service Providers;
- 1.1.20 **“FCA”** means the Financial Conduct Authority;
- 1.1.21 **“Force Majeure”** means acts of God, war, hostilities, riot, fire, explosion, accident, failure of third party IT systems, failure of internet connection, flood, sabotage, lack of adequate power, raw materials or labour, strike, or industrial action or indisposition of key Smartr365 employees, or any other act or omission beyond the reasonable control of the performing party;

- 1.1.22 **“Information Commissioner’s Office” or “ICO”** means the UK Information Commissioner’s Office, being the Supervisory Authority in the United Kingdom responsible for data protection and information rights, or any successor body performing the same or substantially similar functions.
- 1.1.23 **“Initial Term”** has the meaning given in clause 10.1.1 of the Terms.
- 1.1.24 **“Intellectual Property Rights”** means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered, including applications for registration, and rights of a similar nature anywhere in the world;
- 1.1.25 **“Money Laundering Reporting Officer (MLRO)”** means the individual appointed by the Company in accordance with applicable AML laws and regulations to receive internal disclosures of suspected money laundering or terrorist financing and to make any required reports to the National Crime Agency (NCA).
- 1.1.26 **“Notification”** means any notification of an Incident, or any other notification, made by the Adviser (or on its behalf) to a regulator (including the ICO).
- 1.1.27 **“Normal Business Hours”** means 9.00am to 5.00pm UK time on Business Days;
- 1.1.28 **“Party / Parties”** means, individually, Smartr365 or the Adviser, and together, Smartr365 and the Adviser;
- 1.1.29 **“Part IV Permission”** means permission granted by the FCA to carry on Regulated Activity;
- 1.1.30 **“Personal Data”** has the meaning given to it in the Data Protection Laws;
- 1.1.31 **“Platform Data”** means Adviser and Registered User Data and any data record within the Adviser’s platform that contains data entered by the Adviser, such as case information or other inputs that do not originate from the API. Platform Data may include data that is combined with or enriched by API Data. For clarity, ownership of raw API Data remains with the originating source; Platform Data consists of records maintained within the Adviser’s Platform.
- 1.1.32 **“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
- 1.1.33 **“Platform Fee”** means the subscription fee payable by the Adviser for access to the Smartr365 Platform, as set out in Schedule 3 or as otherwise agreed in writing;
- 1.1.34 **“Platform Services”** means the services set out in Schedule 3 that are provided through the Platform.
- 1.1.35 **“Protected Data”** means Personal Data received by Smartr365 from or on behalf of the Adviser in connection with the performance of Smartr365’s obligations under this Agreement;
- 1.1.36 **“Quarterly Business Review (QBR)”** means a quarterly meeting between the Adviser and Smartr365 to review usage, performance, and compliance with the Agreement;
- 1.1.37 **“Receiving Party”** means the Party receiving Confidential Information from the other Party under or in connection with this Agreement;
- 1.1.38 **“Registered User”** means an individual who is authorised by the Adviser to provide mortgage advice on its behalf and who is provisioned with access to the Platform;

- 1.1.39 **“Regulated Activity”** means any activity regulated by the FCA in accordance with the Financial Services and Markets Act 2000 and the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended from time to time;
- 1.1.40 **“Renewal Term”** means each successive period of twelve (12) months following the Initial Term, during which this Agreement shall automatically renew in accordance with the Main Terms, unless terminated in accordance with this Agreement;
- 1.1.41 **“Services”** means provision of the Smartr365 Platform and any Products and Value-Added Services subscribed to under Schedule 3;
- 1.1.42 **“Smartr365 Charges”** means the Platform Fee, the Additional Charges, and such other charges payable to Smartr365 as set out in Schedule 3 or otherwise agreed;
- 1.1.43 **“Smartr365 Terms and Conditions”** means the standard terms and conditions of use of the Smartr365 Platform as published on the Smartr365 Platform website, or otherwise made available by Smartr365, from time to time;
- 1.1.44 **“Smartr365 Platform”** or **“Platform”** means the platform available via .app.smartr365.com (or such other URL as notified by Smartr365), and all software and technology used to provide the Platform;
- 1.1.45 **“Sub-processor”** means another data processor engaged by Smartr365 for carrying out processing activities in respect of the Protected Data on behalf of the Adviser;
- 1.1.46 **“Term”** means the Initial Term together with any Renewal Term(s);
- 1.1.47 **“Terminating Party”** means the Party exercising its right to terminate this Agreement;
- 1.1.48 **“Third-Party Service Providers”** has the meaning given in Schedule 3 (Third Party Services) and refers to independent third parties whose products/services are made available via or alongside the Platform, for use by the Adviser and/or its Clients. For the avoidance of doubt, these are distinct from External Platform Service Providers;
- 1.1.49 **“Trial Period”** means the free Trial Period (if any) offered as part of the subscription;
- 1.1.50 **“Use”** means use of the Smartr365 Platform for the Adviser’s internal business purposes and for the purpose of administering and arranging mortgages with Adviser’s Clients;
- 1.1.51 **“Year”** means each successive twelve (12) month period commencing on the Effective Date or an anniversary of it.
- 1.2 The headings are included for convenience only and shall not affect the interpretation of this Agreement. Words expressed in the singular shall include the plural and vice versa. The word “including” shall be construed without limitation unless the context otherwise requires.
- 1.3 In the case of conflict between these Legal Terms (Schedule 1), the Data Processing Terms (Schedule 2), Products and Value-Added Services (Schedule 3), Referral Terms (Schedule 4) and any other terms as part of these Terms, they shall prevail in that order, subject to the order of precedence in clause 1.5 of the Terms.

2 PROVISION OF THE SERVICES

- 2.1 Smartr365 agrees to provide the Services to the Adviser and the Adviser agrees to purchase and use the Services from Smartr365, in accordance with this Agreement and these Terms.
- 2.2 Smartr365:

- 2.2.1 agrees to perform the Services with reasonable care and skill; and
- 2.2.2 warrants to the Adviser that the Services will materially conform with all descriptions and specifications provided to the Adviser by Smartr365.
- 2.3 Smartr365 and the Adviser may from time to time agree to additional Services by setting out those Services in writing (including associated charges), which shall be subject to the terms and conditions set out in this Agreement.
- 2.4 The Smartr365 Platform is a platform to enable the Adviser to better service its Clients.
- 2.5 Smartr365 is not authorised and regulated by the FCA for the conduct of any regulated activity, including regulated activities connected with mortgages. Accordingly, Smartr365 does not provide mortgage advice (including on the Smartr365 Platform). This includes advice on the merits, suitability or otherwise of any transactions or products included on the Smartr365 Platform. If a Client were to ask Smartr365 any questions related to the suitability or otherwise of a mortgage, Smartr365 would inform the Client that it was unable to assist and would refer them to the Adviser.
- 2.6 Smartr365 shall be entitled to employ any person, company or firm as its agent or subcontractor to perform or deal with any of its rights, obligations and duties under this Agreement. Smartr365 shall remain responsible for the acts and omissions of such agents and subcontractors as if they were its own.

3 THIRD PARTY SERVICES

- 3.1 Smartr365 may offer Advisers the option to access, offer or purchase additional products and services that are supplied by a Third-Party Service Provider, which may include conveyancing, insurance and/or credit referencing products or services. Details of such Third-Party Services (including any applicable terms and conditions) are set out in Schedule 3.
- 3.2 Smartr365 does not itself provide the products and/or services offered or provided by any of the Third-Party Service Providers, and the contract for the sale of such products and services is concluded directly between the Adviser (or their Clients) and the relevant Third-Party Service Provider.
- 3.3 Smartr365 is not the agent, joint venture or partner of either the Third-Party Service Provider or the Adviser and makes no representation, warranty or promise in respect of the suitability or capability of those products or services.
- 3.4 The Adviser acknowledges and agrees that Smartr365 shall have no liability whatsoever in respect of any products or services provided by Third-Party Service Providers.

4 AUTHORITY AND AUTHORISATION

- 4.1 The Adviser warrants, represents and undertakes on a continuing basis to Smartr365 that:
 - 4.1.1 it will comply (and that all Registered Users will comply) with all Applicable Laws relating to its business including the FCA requirement for authorisation and regulation by the FCA in the conduct of its business by correctly and properly operating its business pursuant to and under the Part IV Permission to carry on Regulated Activities and will comply with all rebate, commission, trail and other fee obligations in accordance with FCA regulations;
 - 4.1.2 the entry into and performance of this Agreement by it does not (and will not during the Term) violate or conflict with any Applicable Laws; and

- 4.1.3 all governmental and/or regulatory consents required to have been obtained by it with respect to the business contemplated by this Agreement have been, and will be, obtained and are in full force and effect and all conditions of such consents have been, and will be, complied with.
- 4.2 The Adviser shall notify Smartr365 immediately of any suspension or termination by the FCA of its (or any Registered Users') approved status or any reductions in scope, limitations or restrictions imposed by the FCA that affect the rights and obligations of the Adviser (or any Registered Users). Promptly following a request, the Adviser shall supply to Smartr365 its FCA registration number and a copy of its registration certificate.
- 4.3 Should the Adviser cease to be authorised under the Financial Services and Markets Act 2000, Smartr365 reserves the right to terminate this Agreement on notice to the Adviser, whereupon the provisions of clause 10 (Term and Termination) of the Terms shall apply.
- 4.4 Should any Registered User cease to be authorised to carry on Regulated Activity for whatever reason or if any of the Registered Users cease to be a Registered User of the Adviser, the Adviser shall immediately notify Smartr365 in writing, such notice to include the name of the Registered User and the reason for the withdrawal of such authorisation or the termination of being a Registered User.
- 4.5 The Adviser acknowledges and agrees that it is solely responsible for ensuring that it (and its Registered Users) maintain all authorisations, approvals, licences, permissions and consents necessary to carry out Regulated Activities, and that Smartr365 has no responsibility or liability in this regard.
- 4.6 The Adviser shall promptly adapt its processes and notify Smartr365 of any changes required to maintain compliance with any new or amended FCA regulations or other Applicable Laws that impact the use of the Platform

5 CONFIGURATION SERVICES

- 5.1 Subject to these Legal Terms in this Schedule 1, Smartr365 shall provide any Configuration Services purchased by the Adviser as set out in Schedule 3, with reasonable support from Smartr365 where required.
- 5.2 The Adviser shall provide all reasonable cooperation and information necessary for Smartr365 to perform the Configuration Services.
- 5.3 Ownership of any and all Intellectual Property Rights created by (or on behalf of) Smartr365 as a result of the provision of the Configuration Services or other work undertaken for the benefit of the Adviser shall vest exclusively in Smartr365 upon creation.

6 SMARTR365 PLATFORM

- 6.1 Subject to the Adviser complying with these Terms, Smartr365 grants to the Adviser a non-exclusive, non-assignable, non-sub-licensable right to Use the Smartr365 Platform and to permit Registered Users to Use the Smartr365 Platform for the Term (subject to earlier termination or suspension in accordance with this Agreement).
- 6.2 The Adviser shall, and shall procure that each Registered User shall, Use the Smartr365 Platform only in accordance with the terms of this Agreement, the Smartr365 Terms of Use, and the policies and written instructions issued by Smartr365 from time to time. The Adviser shall be responsible for all Use of the Smartr365 Platform by Registered Users and shall be liable for any breach of this Agreement by a Registered User as if such breach were committed by the Adviser.

- 6.3 The Adviser shall not, and shall procure that Registered Users shall not, except as expressly permitted in this Agreement:
- 6.3.1 modify, translate, create or attempt to create derivative copies of or copy the Smartr365 Platform in whole or in part;
 - 6.3.2 reverse engineer, decompile, disassemble or otherwise reduce the object code of the Smartr365 Platform to source code form;
 - 6.3.3 distribute, sub-license, assign, share, sell, rent, lease, transmit, grant a security interest in or otherwise transfer any part or all of the Smartr365 Platform or the Adviser's right to Use the Smartr365 Platform.
- 6.4 The Adviser agrees to procure that all relevant Registered Users attend such training, workshops and meetings in the use of the Smartr365 Platform, as reasonably requested by Smartr365. Smartr365 reserves the right to refuse access to the Smartr365 Platform to any Registered User that has failed to attend and complete such training, workshops and meetings reasonably required by Smartr365.
- 6.5 Smartr365 reserves the right to modify any aspect of the Smartr365 Platform (including its functionality) at any time (which may include but not be limited to changes required to comply with Applicable Laws). Smartr365 shall use its reasonable endeavours to give the Adviser advance notice of any such changes and to minimise any adverse impact on the Adviser's Use of the Smartr365 Platform.
- 6.6 Smartr365 shall use its reasonable endeavours to ensure that access to the Smartr365 Platform is available during Normal Business Hours. However, the Adviser acknowledges that the Smartr365 Platform may not be accessible from time to time. Wherever possible, all scheduled maintenance shall take place outside of Normal Business Hours and at least three (3) days' prior notice of such scheduled maintenance shall be given to the Adviser.
- 6.7 The Adviser acknowledges that Smartr365 may, as part of the Smartr365 Platform, use External Platform Service Providers who may impose certain terms and conditions on Smartr365 and/or require Smartr365 to ensure compliance with those terms and conditions by users of their respective services. The Adviser agrees to comply, and to procure that its Registered Users comply, with such terms and conditions as are communicated to the Adviser from time to time. The Adviser shall not do, or omit to do, anything that has the object or effect of circumventing, avoiding or undermining the application of such terms. The Adviser further acknowledges that Smartr365 may enforce such obligations against the Adviser to the extent necessary to comply with its own contractual commitments to the relevant External Platform Service Provider.

7 ADVISER'S OBLIGATIONS

- 7.1 The Adviser shall perform its obligations as set out in this Agreement, including those set out in Schedule 3, and shall provide Smartr365 promptly with all necessary co-operation, information, data, access to staff and timely decision-making which may be reasonably required by Smartr365 for the performance of the Services.
- 7.2 The Adviser shall Use the Smartr365 Platform only in accordance with this Agreement and shall not make any Use of the Smartr365 Platform that, in the reasonable opinion of Smartr365, may damage, or threaten to damage, the security or stability of the Smartr365 Platform or damage the reputation or goodwill of Smartr365 or its other clients or providers.
- 7.3 The Adviser agrees to provide Smartr365 with such up-to-date information and co-operation as Smartr365 reasonably requires from time to time in relation to using the Smartr365 Platform.

- 7.4 Smartr365 shall issue usernames and passwords to the Adviser for each Registered User. The Adviser acknowledges that it is responsible for issuing those usernames and passwords to the Registered Users.
- 7.5 Smartr365 shall not be liable for:
- 7.5.1 any delay or failure by the Adviser to issue or accept such usernames and passwords; or
 - 7.5.2 verifying whether the Adviser and Registered User Data is correct and accurate or whether the usernames and passwords are sufficiently secure.
- 7.6 The Adviser acknowledges that it is solely responsible for procuring and paying for access to the internet to enable it to Use the Services.
- 7.7 The Adviser grants Smartr365 a non-exclusive, worldwide, royalty-free licence to use, copy, cache, store, display, reproduce and sub-license the Adviser and Registered User Data (including all Intellectual Property Rights therein) for the purposes of fulfilling Smartr365's obligations under this Agreement.
- 7.8 Smartr365 will disclose the use of any Third-Party Service Provider engaged for these purposes and will remain responsible for the security and management of such data.
- 7.9 The Adviser represents, undertakes and warrants to Smartr365, on behalf of itself and each Registered User, on an ongoing basis that:
- 7.9.1 the Adviser and/or the Registered User owns all rights in and/or has all necessary consents to use the Adviser and Registered User Data as are necessary to grant Smartr365 the right to carry out its obligations pursuant to this Agreement;
 - 7.9.2 the Adviser and Registered User Data does not and will not breach any Applicable Laws including financial services legislation, consumer or trade regulation, or data protection legislation;
 - 7.9.3 the Adviser and Registered User Data does not and will not infringe any Intellectual Property Rights or other rights of any person, nor is it obscene, defamatory, libellous or slanderous, nor will it cause injury to, invade the privacy of or otherwise violate other rights of any person;
 - 7.9.4 all information supplied by the Adviser for the purpose of registering Registered Users is true, complete and accurate in all respects, and the Adviser shall promptly notify Smartr365 of all changes to such information;
 - 7.9.5 it shall keep confidential the usernames and passwords and use them in accordance with any instructions of Smartr365 (or its licensors);
 - 7.9.6 it shall procure that no unauthorised access to and/or Use is made of the Smartr365 Platform or of any username or password allocated to the Adviser and/or each Registered User;
 - 7.9.7 it shall notify Smartr365 where any usernames and passwords are no longer required (including on the retirement, dismissal or other absence of a Registered User);
 - 7.9.8 it shall inform Smartr365 immediately if it has any reason to believe that a username and/or password has become known to any individuals not authorised to use them or if the Smartr365 Platform is or is likely to be Used in an unauthorised way; and
 - 7.9.9 it shall ensure that any rebalancing transactions performed through the Smartr365 Platform are verified and successfully cross-checked.

- 7.10 The Adviser shall remain responsible for all access to and use of the Smartr365 Platform whether authorised by the Adviser or any Registered User, or arising because of the breach, negligence or wilful default of the Adviser or a Registered User.
- 7.11 The Adviser shall be responsible for ensuring that all information contained in the Adviser Material and the Adviser and Registered User Data is true, accurate and complete. For the avoidance of doubt, and without limitation to the foregoing, the Adviser acknowledges that:
- 7.11.1 the Adviser is responsible for verifying the Adviser Material and the Adviser and Registered User Data prior to submitting it on the Smartr365 Platform;
- 7.11.2 the Adviser is responsible for the accuracy, quality and legality of all data uploaded or input into the Platform and for obtaining all necessary notices and consents from their Clients.
- 7.11.3 Smartr365 shall bear no responsibility or liability for checking the Adviser Material and the Adviser and Registered User Data prior to or during its Use on the Smartr365 Platform; and
- 7.11.4 the Adviser is responsible for verifying the accuracy and completeness of all information provided by or on behalf of any lenders or Third-Party Service Providers that is made available or sent via the Smartr365 Platform.
- 7.12 If the Adviser is in breach of this clause, Smartr365 shall notify the Adviser in writing of such breach and, if the Adviser has failed to remedy the breach (if the breach is capable of remedy) within thirty (30) days after receipt of Smartr365's notice in writing requiring the Adviser to do so, then without prejudice to any other rights it may have in respect of such breach, Smartr365 may suspend the provision of the Services and/or terminate this Agreement on notice to the Adviser and without liability for the consequences of such suspension or termination.
- 7.13 Smartr365 shall not be liable for any delay or failure to perform its obligations to the extent that such delay or failure arises as a result of a failure by the Adviser to comply with its obligations. All dates and timelines to which Smartr365 is working shall, unless otherwise expressly agreed in writing, be extended by any amount of time equal to any delay caused by the Adviser.

8 MONEY LAUNDERING

- 8.1 The Adviser undertakes to provide Smartr365, as soon as reasonably practicable following the Effective Date, with the name of its Compliance Officer and/or MLRO and to notify Smartr365 promptly of any changes to such personnel.
- 8.2 The Adviser confirms that it has established, and undertakes to maintain, an AML program consisting of (at a minimum) written internal policies, procedures and controls (including, but not limited to, monitoring and reviewing Clients' transactions and accounts, identifying suspicious activity and conducting an on-going employee training program with a view to combating money laundering and terrorist funding), and that it maintains appropriate records in relation to its AML program for such period as is required by Applicable Laws.
- 8.3 The Adviser shall promptly notify Smartr365 of any AML related investigations, regulatory actions, or identified suspicious activities that may impact the use of the Platform or Smartr365's reputation.

9 SMARTR365 CHARGES

- 9.1 The Adviser shall pay the Smartr365 Charges set out in Schedule 3. Smartr365 shall invoice the Adviser for the Smartr365 Charges from the Effective Date in accordance with Schedule 3. The Adviser shall pay the applicable Smartr365 Charges by automated payment via Smartr365's chosen payment processor. Where not stated, all sums due to Smartr365 shall be payable within the payment term stated on the invoice, if no date is provided the default payment term is thirty (30) days of receipt of an invoice from Smartr365.
- 9.2 Smartr365 may at any time set off any liability of the Adviser to Smartr365 against any liability of Smartr365 to the Adviser, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. The Adviser shall not be entitled to set off any amounts owed to it by Smartr365 against any amounts due to Smartr365.
- 9.3 Smartr365 reserves the right to charge the Adviser interest on any payment due from the Adviser and not made by the due date. Interest will be calculated on a daily basis, both before and after any judgment, at the rate of 4% per annum above the base rate from time to time of the Bank of England, for the period from the due date until the date on which it is actually paid, compounded quarterly and payable on demand.
- 9.4 In the event of a bona fide dispute regarding any invoice or other request for payment, the Adviser shall immediately notify Smartr365 in writing, and the parties shall attempt promptly and in good faith to resolve such dispute. The Adviser shall pay all undisputed amounts on the due date.
- 9.5 All Smartr365 Charges are exclusive of any applicable value added tax (or any successor tax) and any other applicable tax of any nature whatsoever, which will be added and shall be payable by the Adviser in accordance with Applicable Laws, against receipt of an appropriate invoice.

10 TERM AND TERMINATION

10.1 Master Provisions

- 10.1.1 This clause 10 sets out the master provisions governing the term, renewal and termination of this Agreement. In the event of any inconsistency between this clause 10 and the Terms, this clause 10 shall prevail (subject always to the order of precedence in clauses 1.5 to 1.6 of the Terms)

10.2 Initial Term

- 10.2.1 The Initial Term shall mean a period as stated as the initial term in the Terms, starting on the Effective Date. Where a Trial Period applies under clause 9.2 of the Terms, the Initial Term shall commence immediately following expiry of that Trial Period.

10.3 Renewal Term

- 10.3.1 Following the Initial Term, this Agreement shall automatically renew for successive twelve (12) month Renewal Terms on the same terms and conditions, unless either Party gives at least three (3) months' prior written notice to terminate, such notice to expire at the end of the Initial Term or any Renewal Term.
- 10.3.2 Smartr365's then-current standard pricing, as published or notified to the Adviser, shall automatically apply during each Renewal Term, subject to any specific commercial terms agreed in writing.

10.4 Adviser Termination

- 10.4.1 The Adviser may terminate this Agreement by giving not less than three (3) months' prior written notice, such notice to expire at the end of the Initial Term or any Renewal Term.

10.5 Termination for breach or insolvency (either Party)

10.5.1 Either Party (the Terminating Party) may terminate this Agreement in whole or in part with immediate effect by written notice to the other Party (the Defaulting Party) on or at any time after the occurrence of:

- 10.5.1.1 a material breach by the Defaulting Party of any of its obligations under this Agreement;
- 10.5.1.2 any breach (whether minor or material) by the Defaulting Party of clause 4, clause 7.2 or clause 8 of the Terms, which (if capable of remedy) the Defaulting Party has failed to remedy within thirty (30) days after receipt of notice in writing requiring it to do so; or
- 10.5.1.3 the Defaulting Party becoming insolvent, entering into liquidation (whether voluntary or compulsory), passing a resolution for winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with creditors or taking or suffering any similar or analogous action in consequence of debt.

10.6 Smartr365 Suspension/Termination

10.6.1 Smartr365 may also suspend or terminate the Agreement (in whole or in part, including access to the Platform) with immediate effect by notice in writing if:

- 10.6.1.1 the Adviser commits a material breach and fails to remedy it within thirty (30) days of notice;
- 10.6.1.2 the Adviser fails to pay fees when due and does not remedy within fourteen (14) days of a reminder;
- 10.6.1.3 the Adviser's FCA authorisation (if applicable) is suspended or revoked, and Smartr365 may immediately suspend access to the Platform pending investigation;
- 10.6.1.4 the Adviser's use of the Platform creates a security, legal or reputational risk; or
- 10.6.1.5 any insolvency event occurs in respect of the Adviser.
- 10.6.1.6 the Adviser is guilty of any conduct which, in Smartr365's reasonable opinion, brings or could bring Smartr365 or its business into disrepute or otherwise has an adverse effect on Smartr365's reputation; or
- 10.6.1.7 Smartr365, acting reasonably, is of the opinion that the Adviser is providing unsuitable advice to its Client.

10.7 Discontinuance

10.7.1 Smartr365 may discontinue the Platform (or any part) on at least three (3) months' prior written notice (shorter notice may apply where required for urgent security or legal reasons).

10.8 Consequences of Termination

10.8.1 On termination or discontinuance for any reason:

- 10.8.1.1 the Adviser's and each Registered User's right to access and use the Platform ceases immediately;
- 10.8.1.2 any unpaid fees up to the effective date remain due and payable;
- 10.8.1.3 if applicable under clause 10.6 of this Schedule 1, Smartr365 shall provide a pro-rata refund of unused prepaid fees;

- 10.8.1.4 upon written request within sixty (60) days, Smartr365 shall provide the Adviser with an export of Adviser-controlled data in a standard format. After this period, Smartr365 may delete or anonymise such data, subject to Applicable Laws and Schedule 2;
- 10.8.1.5 the following provisions survive: confidentiality, data protection, intellectual property, limitation of liability, governing law, and any other provisions which by their nature should survive termination;
- 10.8.1.6 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the effective date (including the right to claim damages for breach existing at or before termination) shall not be affected; and
- 10.8.1.7 this Agreement shall continue in force insofar as necessary to give effect to survival provisions, including clauses 9 (to the extent of unpaid obligations), 10, 11, 12, 14, 16, 17 and 18 of this Schedule 1, and all other provisions necessary for their interpretation.

11 INTELLECTUAL PROPERTY

- 11.1 Smartr365 has sole and exclusive ownership of (or licence to use) all right, title, and interest in and to the Smartr365 Platform, and the software comprised therein, including all copyright and any other Intellectual Property Rights therein. All goodwill arising as a result of the use of the Smartr365 Platform by the Adviser and Registered Users shall vest exclusively in Smartr365.
- 11.2 Nothing in this Agreement will serve to transfer from Smartr365 to the Adviser any of the Smartr365 Platform, or the software comprised therein, and all right, title and interest in and to the Smartr365 Platform, and the software comprised therein will remain exclusively with Smartr365 and/or Smartr365's licensors. All rights in and to the Smartr365 Platform, and the software comprised therein not expressly granted to the Adviser are reserved by Smartr365 and the relevant third-party licensors.
- 11.3 Except for the rights expressly granted in this Agreement, nothing in this Agreement will serve to transfer from the Adviser to Smartr365 any of the Adviser Material, and all right, title and interest in and to the Adviser Material will remain exclusively with the Adviser.
- 11.4 The Adviser grants to Smartr365 a non-exclusive, revocable, worldwide, non-assignable, royalty-free subscription to use the Adviser Material for the sole purpose of performing its obligations under this Agreement.
- 11.5 Nothing in this Agreement shall prevent Smartr365 from using any know-how, methods, techniques or procedures owned or developed by Smartr365 in the course of providing the Services (provided that such use does not disclose the Adviser's Confidential Information).
- 11.6 The Adviser shall indemnify Smartr365 for all losses, damages, liabilities, claims, costs and expenses (including reasonable legal fees and disbursements and costs and expenses of investigation, litigation, settlement, judgment, interest and penalties) arising out of or in connection with any third-party claim or allegation made against Smartr365 in respect of infringement of Intellectual Property Rights resulting from:
 - 11.6.1 the use, transfer, storage or processing by, or on behalf of, Smartr365 of the Adviser and Registered User Data, any Personal Data or Adviser Material, in accordance with this Agreement; and
 - 11.6.2 the use by the Adviser of the Smartr365 Platform in combination with any other software, product, services or system where the combination has not been expressly authorised by Smartr365 in writing.

- 11.7 At no time during or after the term of this Agreement will the Adviser challenge or assist others to challenge any Smartr365 trademarks, service marks, trade names, logos or other words or symbols identifying the products and services of Smartr365's business adopted by Smartr365 from time to time ("Smartr365 Trademarks") or attempt to register any trademarks, service marks, trade names, copyright, company name or other proprietary or commercial right which is identical or confusingly similar to Smartr365 Trademarks. Upon the termination of this Agreement, the Adviser shall cease use of all Smartr365 Trademarks.

12 LIABILITY

- 12.1 Each party warrants and represents to the other that:

- 12.1.1 it has the right, power and authority and has taken all action necessary to execute, deliver and exercise its rights, and perform its obligations, under this Agreement; and

- 12.1.2 neither the execution nor the performance of this Agreement by it is prohibited or restricted by any provision of law and will not put it in breach of any obligation owed to a third party.

- 12.2 Except as expressly set out in this Agreement, Smartr365 cannot guarantee that any specific actions or results will be produced by the Smartr365 Platform or the Services. Except as expressly set out in this Agreement, to the maximum extent permitted by law, Smartr365 expressly excludes all representations, warranties, obligations, liabilities, terms and conditions in connection with the Smartr365 Platform and the Services, including those of satisfactory quality, accuracy, completeness, fitness for a particular purpose, whether arising by statute, course of dealing or otherwise.

- 12.3 Subject to clauses 12.4, 12.5, 12.6, 12.7 and 12.8 of this Schedule 1, Smartr365's maximum aggregate liability in respect of each Year under, arising from or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the greater of:

- 12.3.1 an amount equal to 100% of the Smartr365 Charges paid by the Adviser in respect of that Year; or

- 12.3.2 £1,000.

- 12.4 The limitation set out in clause 12.3 of this Schedule 1 shall not apply to:

- 12.4.1 liability under Schedule 2, clause 3.11.2 (data-protection indemnity); or

- 12.4.2 liability that cannot lawfully be excluded or limited under Applicable Laws.

- 12.5 Subject to clause 12.4 of this Schedule 1, in no event shall Smartr365 be liable for:

- 12.5.1 any loss of profits, loss of business, business interruption, loss of management time, loss of contracts, loss of anticipated savings, loss of opportunity, loss of goodwill or loss of or damage to data; or

- 12.5.2 any special, indirect or incidental loss of any nature whatsoever, in each case, whether or not caused by or resulting from its negligence, breach of statutory duty, or breach of this Agreement, however caused, even if advised of the possibility of such loss.

- 12.6 Nothing in this Agreement shall exclude or limit the liability of either party:

- 12.6.1 for death or personal injury resulting from negligence; or

- 12.6.2 for fraud or fraudulent misrepresentation; or

12.6.3 for any other liability which cannot lawfully be excluded or limited under Applicable Laws.

12.7 The Adviser acknowledges and agrees that:

12.7.1 Smartr365's maximum aggregate liability to the Adviser in respect of the acts or omissions of an External Platform Service Provider is strictly limited to a proportion of any and all sums that may be recovered by Smartr365 from such provider, as reasonably determined by Smartr365 in good faith taking into account all loss suffered by Advisers and other affected customers; and

12.7.2 Smartr365 shall have no liability in respect of the acts or omissions of Third-Party Service Providers, with whom the Adviser and/or its Clients contract directly.

12.8 The Adviser indemnifies and shall keep indemnified on demand Smartr365, its officers, directors, employees and agents (the "Indemnified Parties") from all loss, cost, damage, liability and expenses (including reasonable legal costs) incurred or suffered by the Indemnified Parties arising out of or in connection with any claim, action or proceedings brought by a third party arising out of:

12.8.1 incorrect and/or incomplete information uploaded or downloaded from or via the Smartr365 Platform, except to the extent caused by Smartr365's breach of this Agreement;

12.8.2 claims made by Registered Users or Clients against Smartr365 in connection with the Smartr365 Platform;

12.8.3 Smartr365's act or omission in reliance on instructions given (or which Smartr365 reasonably believes to have been given) by or on behalf of the Adviser and/or any Registered User; and

12.8.4 the Adviser's breach of these Terms.

13 FORCE MAJEURE

13.1 To the extent that the performing party is prevented or delayed in performing any of its obligations under this Agreement by a Force Majeure Event:

13.1.1 its obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and it shall not be liable for any failure or delay arising directly from such Force Majeure Event; and

13.1.2 both parties shall use all reasonable efforts to mitigate the effects of the Force Majeure Event.

13.2 If any Force Majeure Event prevails for a continuous period of more than twenty-eight (28) days, either party may terminate this Agreement by giving not less than seven (7) days' written notice to the other party.

13.3 For the purposes of this Agreement, a "Force Majeure Event" includes (without limitation) acts of God, war, hostilities, riot, fire, explosion, accident, failure of third-party IT systems, failure of internet connection, flood, sabotage, lack of adequate power, raw materials or labour, strike, industrial action, or indisposition of key Smartr365 employees, or any other act or omission beyond the reasonable control of the performing party.

14 CONFIDENTIALITY

14.1 Each Receiving Party shall keep confidential all Confidential Information of the Disclosing Party and shall not use such Confidential Information for any purpose other than the performance of its obligations under this Agreement.

- 14.2 The Receiving Party shall not disclose Confidential Information to any third party except to its employees, agents and subcontractors on a strict need-to-know basis, provided they are bound by obligations of confidentiality no less onerous than those in this Agreement. The Receiving Party shall remain responsible for any act or omission of such persons.
- 14.3 The obligations contained in clauses 14.1 and 14.2 in this Schedule 1 shall not apply to any Confidential Information which:
- 14.3.1 is in or enters the public domain other than through breach of this Agreement;
- 14.3.2 is furnished to the Receiving Party without restriction by a third party with a bona fide right to do so; or
- 14.3.3 must be disclosed by law or regulatory requirement, provided that the Receiving Party gives the Disclosing Party as much notice as reasonably practicable
- 14.4 All Confidential Information remains the property of the Disclosing Party and shall be returned or securely destroyed upon request or upon termination of this Agreement, subject to any retention required by law or reasonable automated back-up/archive systems of the Disclosing Party.

15 PUBLICITY AND MARKETING

- 15.1 The Adviser agrees that Smartr365 may, in any of its marketing material or references on its website, refer to the Adviser as a customer of Smartr365 and refer to the type of services that Smartr365 has provided to the Adviser, provided that such reference is accurate and not misleading.
- 15.2 The Adviser agrees that Smartr365 may publish and circulate a case study describing the Services supplied by Smartr365 to the Adviser (for use by Smartr365 as a marketing tool), the exact wording of which must be agreed by the Adviser in advance. Smartr365 shall ensure that no Client details or personal data are disclosed without obtaining prior written consent from the relevant Client and/or the Adviser, as appropriate.
- 15.3 Except as expressly permitted in this clause or otherwise agreed in writing, neither party shall use the name, trademark, service mark, logo, or other identifiers of the other party for publicity, marketing or other external communications without the prior written consent of the other party.

16 DATA PROTECTION AND INCIDENT REPORTING

- 16.1 The parties agree to comply with the data processing provisions set out in Schedule 2.
- 16.2 The Adviser agrees to notify Smartr365 in writing (with full details) promptly after:
- 16.2.1 first becoming aware (and in any event within seventy-two (72) hours) of any data breach and/or security incident that relates to the Services or Platform ("Incident"), including any Personal Data Breach; and
- 16.2.2 any notification of an Incident (or other notification) is made by the Adviser (or on its behalf) to a regulator (including the ICO) and the Adviser shall promptly provide a copy of the Notification to Smartr365 in any event within twenty-four (24) hours of it being made to the regulator.

- 16.3 Notwithstanding anything else (including clause 14 of this Schedule 1), Smartr365 shall be entitled to notify regulatory bodies (and any other relevant third parties) of any Incident or Notification (including associated details as it considers necessary) of which it becomes aware (whether or not reported by the Adviser to Smartr365) to the extent that Smartr365 considers that the Incident or Notification has given rise (or is likely to give rise) to an adverse reputational and/or other adverse business impact for Smartr365 and/or third parties involved or interested in the provision, marketing and/or use of the Platform or Services, solely for the purposes of reporting, understanding, mitigating against, and/or preventing the recurrence of, any such Incident or Notification.
- 16.4 The Adviser agrees to cooperate with and assist Smartr365, in good faith, in connection with each Incident and promptly to provide to Smartr365 such information and assistance as Smartr365 may reasonably request in order for Smartr365 to understand, mitigate the impacts of, and/or prevent any recurrence of, the Incident.
- 16.5 Each party shall maintain appropriate records of any Personal Data Breaches in accordance with Data Protection laws and shall provide such records to the other party and/or the relevant Supervisory Authority on request.

17 NON-SOLICITATION

- 17.1 During the Term of this Agreement and for a period of six (6) months thereafter, neither party shall directly or indirectly solicit, induce or entice, or attempt to solicit, induce or entice, any employees of the other party or any sub-contractors used by the other party in connection with this Agreement, without the prior written consent of the other party.
- 17.2 In the event that either party breaches clause 17.1 of this Schedule 1, it shall be liable to pay, immediately on demand, and without prejudice to any other remedy that the other party may have, an amount equal to twelve (12) months' gross salary (or equivalent fees) of the employee or sub-contractor concerned, as a reasonable pre-estimate of the loss suffered by the other party.
- 17.3 Nothing in this clause shall restrict either party from:
- 17.3.1 employing or engaging any person who has responded directly (without any prior solicitation) to a bona fide recruitment campaign (whether by advertisement, employment agency or otherwise) conducted by that party; or
- 17.3.2 receiving and considering applications made voluntarily by such persons without solicitation.

18 GENERAL

- 18.1 Notwithstanding anything else in this Agreement, the Adviser consents to Smartr365 using, during and after the Term of this Agreement, on an aggregated and anonymised basis, any information and data (including Adviser and Registered User Data) supplied by or on behalf of the Adviser under this Agreement for the purpose of conducting market research, preparing strategic and/or other marketing plans, gauging product sales or product performance, and improving or launching products and services. For the avoidance of doubt, no personal data will be used for these purposes unless in an aggregated and anonymised form, or otherwise in compliance with Data Protection Laws.
- 18.2 Nothing in this Agreement shall render the Adviser or any Registered User an employee, worker, agent or partner of Smartr365, and the Adviser shall not hold itself out as such and shall procure that its Registered Users, employees, consultants or agents do not hold themselves out as such.
- 18.3 The Adviser shall use all reasonable endeavours to procure that any necessary third party (including any Registered Users and Clients) promptly executes and delivers such documents and performs such acts as may be required for the purpose of giving full effect to this Agreement, including to ensure compliance with all Applicable Laws.

- 18.4 This Agreement, including the Terms and all Schedules and the documents expressly referred to herein, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 18.5 Each of the parties acknowledges that, in entering into this Agreement on the terms set out herein, it has not relied on or been induced to enter into this Agreement by any representation, warranty, undertaking, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of this Agreement other than those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, undertaking, promise or assurance, provided that nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 18.6 If any part of any provision of this Agreement shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.
- 18.7 No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both parties.
- 18.8 No delay in exercising, or failure to exercise, by either party of any of its rights under or in connection with this Agreement shall operate as a waiver or release of that right. Any such waiver or release must be specifically granted in writing and signed by the party granting it.
- 18.9 Nothing in this Agreement or any document referred to in it, or any arrangement contemplated by it, shall be construed as creating a partnership or joint venture between the parties for any purpose whatsoever, and neither party shall have the power or authority to bind the other party or impose any obligations on it to the benefit of any third party.
- 18.10 The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.11 The Adviser may not assign, transfer or sub-contract any part of this Agreement without the prior written consent of Smartr365. Smartr365 may assign or transfer this Agreement (in whole or in part) to an affiliate or in connection with a merger, acquisition or sale of all or substantially all of its assets, subject to providing written notice to the Adviser.
- 18.12 This Agreement shall be construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Agreement.
- 18.13 Notices are governed by clause 14 of the Terms.
- 18.14 The Adviser shall:
- 18.14.1 comply with the Bribery Act 2010 (the “Bribery Act”);
- 18.14.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 18.14.3 have and maintain throughout the Term of this Agreement its own policies and procedures, including adequate procedures to ensure compliance with the Bribery Act; and
- 18.14.4 promptly report to Smartr365 any request or demand for any undue financial or other advantage of any kind received by the Adviser in connection with the performance of this Agreement.

18.15 For the purposes of this clause, the meaning of “adequate procedures” shall be determined in accordance with section 7(2) of the Bribery Act and any guidance issued under section 9 of the Bribery Act.

SCHEDULE 2 – DATA PROCESSING TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In supplying the Services, Smartr365 will process Adviser Personal Data on behalf of the Adviser. This Schedule sets out the parties' respective obligations in respect of Adviser Personal Data and any other personal data that is processed in connection with the Services.
- 1.2 Defined terms in this Schedule 2 have the same meaning as given to them in the rest of this Agreement. In addition, unless the context otherwise requires:
- 1.2.1 **"Adviser Personal Data"** means personal data relating to the Adviser's Clients and Registered Users, made available to Smartr365 by, or on behalf of, the Adviser, which is processed by Smartr365 as a Data Processor in the performance of the Services;
- 1.2.2 **"Data Controller"** shall have the same meaning as defined in the GDPR;
- 1.2.3 **"Data Processor"** shall have the same meaning as defined in the GDPR;
- 1.2.4 **"Data Protection Laws"** means, as applicable and binding on the Adviser and/or Smartr365:
- a) the UK GDPR and the Data Protection Act 2018;
 - b) the EU GDPR and all relevant EU member state laws implementing it (where applicable); and
 - c) any Applicable Laws replacing, amending, extending or supplementing the above from time to time;
- 1.2.5 **"Data Subject"** shall have the same meaning as defined in the UK GDPR;
- 1.2.6 **"Processing Records"** shall have the same meaning as defined in the UK GDPR
- 1.2.7 **"Supervisory Authority"** has the meaning given to it in the UK GDPR and, in respect of the United Kingdom, includes the ICO.
- 1.2.8 Any other terms used in this Schedule 2 that are defined in the UK GDPR (and, where applicable, the EU GDPR), including but not limited to Personal Data, Processing and Personal Data Breach, shall have the meanings given to them in those laws.

2 ORDER OF PRECEDENCE

- 2.1 In the event of conflict between this Schedule 2 and the remainder of the Agreement, this Schedule 2 shall prevail in relation to the processing of personal data. In the event of any conflict or inconsistency between this Schedule 2 and any other part of the Agreement, the order of precedence set out in clause 1.5 of the Terms shall apply.

3 DATA PROTECTION

3.1 Appointment of Smartr365 as Adviser's Data Processor

- 3.1.1 The parties confirm that where Services involve Smartr365's processing of Adviser Personal Data, Smartr365 shall act as Data Processor and the Adviser shall act as Data Controller with respect to such processing.
- 3.1.2 If, as a consequence of Smartr365's provision of Services, a party considers that the relationship between them no longer corresponds to the intention stated in this clause 3.1, it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be required to confirm the parties' intention.

- 3.1.3 The Adviser acknowledges that in connection with provision of the Services, Smartr365 may need to provide Adviser Personal Data to: (i) lenders who typically act as independent Data Controllers; (ii) platforms or intermediaries who may be Data Controllers in their own right, or third parties acting on behalf of such lenders; and (iii) sub-processors engaged under clause 3.7 in this Schedule 1.

3.2 Smartr365 as Data Controller

- 3.2.1 Smartr365 may process certain personal data (for example relating to Registered Users) as an independent Data Controller. This does not apply to Adviser Personal Data processed under clause 3.1 in this Schedule 1. Where a party processes data as Data Controller, it shall comply with its obligations under the Data Protection Laws.
- 3.2.2 Smartr365 uses cookies and similar technologies (including Google Analytics cookies) to improve the Smartr365 Platform and to provide training and feedback to Registered Users. Where Smartr365 controls a user-facing interface, Smartr365 shall provide appropriate cookie notices and obtain consent as required by Applicable Laws.
- 3.2.3 The Adviser shall:
- 3.2.3.1 disclose to its Clients and Registered Users that the Smartr365 Platform uses cookies and similar technologies;
- 3.2.3.2 co-operate with Smartr365 in ensuring that such disclosures are accurate and consistent with Applicable Laws; and
- 3.2.3.3 promptly inform Smartr365 of any issues raised by a Data Subject in respect of such use.

3.3 General obligations

- 3.3.1 Each party shall comply with its obligations under applicable Data Protection Laws with regard to Adviser Personal Data processed in connection with the Services.
- 3.3.2 For the purposes of Data Protection Laws:
- 3.3.2.1 **Subject matter and duration:** processing is necessary to provide the Services under this Agreement for the Term;
- 3.3.2.2 **Nature and purpose:** Smartr365 may access, receive, generate, store or otherwise process Adviser Personal Data to facilitate Use of the Smartr365 Platform;
- 3.3.2.3 **Types of personal data:** including name, address, age, gender, contact details, mortgage details, financial/banking/creditworthiness information and other information necessary for the Adviser's provision of services;
- 3.3.2.4 **Categories of data subjects:** Clients, Adviser personnel and Registered Users.

3.4 Smartr365's Obligations

- 3.4.1 Smartr365 shall only process Adviser Personal Data in accordance with the lawful documented instructions of the Adviser, including transfers of Adviser Personal Data outside the UK/EEA, unless required to do so by Applicable Laws.
- 3.4.2 Smartr365 shall inform the Adviser if, in its reasonable opinion, an instruction given by the Adviser infringes Data Protection Laws.

- 3.4.3 Smartr365 shall ensure that persons authorised to process Adviser Personal Data are subject to appropriate confidentiality obligations.
- 3.4.4 Smartr365 shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks of processing, including (as appropriate) pseudonymisation and encryption, ensuring confidentiality, integrity, availability and resilience of systems, and processes for regularly testing and evaluating such measures.
- 3.4.5 Smartr365 shall notify the Adviser without undue delay after becoming aware of a Personal Data Breach.
- 3.4.6 Taking into account the nature of the processing, Smartr365 shall assist the Adviser by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Adviser's obligation to respond to Data Subject rights requests.
- 3.4.7 Taking into account the nature of the processing and the information available to Smartr365, Smartr365 shall assist the Adviser with its obligations under Articles 32–36 of the GDPR/UK GDPR.
- 3.4.8 On termination of the Services that required the processing of Adviser Personal Data, Smartr365 shall deliver up to the Adviser such Adviser Personal Data that is in the possession of, or under the control of, Smartr365 where requested, or securely delete it (at the Adviser's election), except to the extent that Data Protection Laws require Smartr365 to store such Adviser Personal Data or Smartr365 is otherwise permitted to retain it. Any return or deletion shall be completed within sixty (60) days of termination, and Smartr365 shall provide written certification of secure deletion upon request.
- 3.4.9 Smartr365 shall, at the request of the Adviser, provide the Adviser with all information reasonably necessary to demonstrate material compliance with its obligations under this clause and shall allow for and contribute to audits and inspections conducted by or on behalf of the Adviser. Such audits shall be subject to: (i) at least thirty (30) days' prior written notice; (ii) no more than one audit in any twelve (12) month period, except where required by a Supervisory Authority or in the event of a Personal Data Breach; and (iii) the Adviser bearing Smartr365's reasonable costs, except where an audit identifies a material breach by Smartr365.
- 3.4.9.1 Smartr365 may, at its discretion, satisfy audit and inspection obligations through provision of independent third-party certifications, audit reports or equivalent attestations. Where further review is reasonably required, the Parties shall prefer remote audits, secure data-room access and desk-based reviews. On-site audits may be conducted only where remote measures are insufficient, and shall be subject to reasonable logistical, confidentiality and security requirements.
- 3.4.10 Smartr365 shall maintain written records of its processing of Adviser Personal Data where required by Data Protection Laws, including:
- a) the name and contact details of Smartr365, its sub-processors, and the Adviser;
 - b) the categories of processing carried out;
 - c) details of international transfers and safeguards; and
 - d) a general description of security measures.
- 3.4.11 Smartr365 shall make Processing Records available to a Supervisory Authority on request.
- 3.4.12 Smartr365 shall not transfer Adviser Personal Data outside the UK or EEA unless in compliance with Data Protection Laws, including reliance on adequacy regulations/decisions, the UK International Data Transfer Agreement (IDTA), or EU Standard Contractual Clauses (SCCs). Where such safeguards are invalidated or otherwise unavailable, the parties shall cooperate in good faith to implement alternative lawful transfer mechanisms.

- 3.4.13 Smartr365 shall ensure that all personnel who have access to Adviser Personal Data are bound by confidentiality obligations and receive appropriate data protection training.

3.5 Adviser's Obligations

- 3.5.1 The Adviser shall ensure that:

- 3.5.1.1 the supply of Adviser Personal Data to Smartr365 (and its permitted sub-processors) complies with Data Protection Laws, including by obtaining all necessary consents and providing appropriate privacy notices; and

- 3.5.1.2 its instructions to Smartr365 comply with Data Protection Laws.

- 3.5.2 The Adviser shall ensure that its privacy notices to Clients and Registered Users clearly describe Smartr365's role as Data Processor and shall not instruct Smartr365 to process Adviser Personal Data in a manner that would cause either party to breach Data Protection Laws. The Adviser shall also remain responsible for ensuring a valid lawful basis for all processing of Adviser Personal Data supplied to Smartr365.

3.6 Costs of assistance

- 3.6.1 Where Smartr365 is obliged to provide assistance to the Adviser under this Schedule 2 (e.g. in relation to audits, inspections or Data Subject rights requests), such assistance shall be provided at the Adviser's cost, except where the issue arises from Smartr365's breach of this Agreement.

3.7 Smartr365's appointment of sub-processors

- 3.7.1 Smartr365 may sub-contract Services involving the processing of Adviser Personal Data, provided that:

- 3.7.1.1 Smartr365 notifies the Adviser of its intention to engage a sub-processor (including details of identity and services), and maintains and makes available to the Adviser on request an up-to-date list of its current sub-processors;

- 3.7.1.2 the Adviser shall be deemed to have approved the engagement unless it reasonably objects in writing within seven (7) days of notice. If the Adviser objects, Smartr365 shall use reasonable efforts to find a satisfactory alternative, but if unable to do so, Smartr365 may be unable to provide the Services and shall not be liable in such event; and

- 3.7.1.3 the Adviser is deemed to have approved the External Platform Service Providers as sub-processors.

- 3.7.2 Smartr365 shall ensure that sub-processors are bound by written contractual terms which are at least equivalent to those set out in this Schedule 2, including obligations regarding data security, confidentiality, international transfers, and cooperation with Data Subject rights.

3.8 Losses

- 3.8.1 Where, in accordance with Article 82 GDPR/UK GDPR, both parties are responsible for the act or omission giving rise to Losses, each party shall be liable only for that part of the Losses which is in proportion to its responsibility.

- 3.8.2 In addition, Smartr365 shall indemnify the Adviser against Losses arising directly from any Personal Data Breach caused by Smartr365's negligence or wilful misconduct, to the extent the Adviser suffers Losses as a result of regulatory enforcement or third-party claims.

3.9 Duration and Survival

- 3.9.1 The provisions of this Schedule 2 shall apply for the Term of the Agreement and shall continue to apply following its termination or expiry to the extent that Smartr365 continues to process Adviser Personal Data. For the avoidance of doubt, all obligations in this Schedule 2 shall survive for so long as Smartr365 retains Adviser Personal Data, including in any back-up or archival systems.

4 SHARING OF ADVISER ACTIVITY DATA WITH VAS PROVIDERS

- 4.1 Smartr365 may share limited Adviser activity data (e.g., transaction details, case progress, API usage metrics) with VAS providers to enable the delivery of Value-Added Services (VAS) as set out in Schedule 3, provided such sharing is:
- 4.1.1 necessary for VAS functionality;
 - 4.1.2 compliant with Applicable Laws, including Data Protection Laws; and
 - 4.1.3 limited to non-personal data or personal data processed in accordance with this Schedule 2.
- 4.2 Smartr365 may receive Adviser activity data (e.g., usage metrics, transaction details, case outcomes) from VAS providers to support Platform functionality, service improvements, or analytics. Such data will be processed in compliance with Applicable Laws, including Data Protection Laws, and, where applicable, aggregated or anonymised in accordance with this Schedule 2.
- 4.3 Smartr365 will notify the Adviser via the Platform or email of the categories of activity data shared with or received from VAS providers. The Adviser acknowledges that such data sharing is necessary for VAS integration and is responsible for ensuring compliance with its obligations under Applicable Laws.
- 4.4 Smartr365 will not share or use Adviser activity data for purposes unrelated to VAS delivery or Platform improvement, unless aggregated and anonymised in accordance with Schedule 2.

SCHEDULE 3 – PRODUCTS AND VALUE-ADDED SERVICES

1 DEFINITIONS

1.1 In this Schedule 3, the following additional definitions apply:

- 1.1.1 **“Completed Mortgage Business”** means a regulated mortgage or unregulated loan which has completed where a lender accepts a mortgage or loan application and makes an advance of funds.
- 1.1.2 **“Minimum Registered Users”** means the minimum number of Registered Users required to maintain the applicable Subscription Package.
- 1.1.3 **“Network”** means a mortgage or financial services network of which the Adviser is a member.
- 1.1.4 **“Subscription Package”** means the subscription plan selected by the Adviser (Basic, Pro, Enterprise or any successor package offered by Smartr365), together with any related details such as the minimum number of Registered Users and any Value-Added Services subscribed to.
- 1.1.5 **“Subscription Fees”** means the charges payable by the Adviser for access to the Platform and VAS, calculated in accordance with this Schedule 3.
- 1.1.6 **“Value Added Services”** or **“VAS”** means third-party applications, integrations or services made available through or in connection with the Smartr365 Platform which enhance adviser workflows, case processing, or client outcomes. VAS include, without limitation:
- a) **eConveyancer** – conveyancing quote platform (United Legal Services Limited, company number 04594095);
 - b) **Experian / Experian Credit Report** – consumer credit bureau services (Experian Ltd, company number 653331);
 - c) **GBG** – digital identification and verification platform (GB Group Plc, company number 02415211);
 - d) **Ignite Platform / Mortgage Club** – mortgage intermediary tools and services (Legal & General Partnership Services, company number 0504500);
 - e) **IRESS** - mortgage intermediary tools and services (IRESS FS Limited, company number 02958430)
 - f) **Sourcing Brain** - mortgage intermediary tools and services (Mortgage Brain Limited, company number 02085187)
 - g) **Twenty7 Tec** – mortgage intermediary tools and services (Twenty7 Tec Group Ltd, company number 08660235)
 - h) **Paymentshield / Paymentshield Refer** – protection quote platform (Paymentshield Limited, company number 02728936);
 - i) **Primis** – mortgage network services (First Complete Limited trading as Primis Mortgage Network, company number 05416236);
 - j) **Rightmove** – intermediary services and valuations (Rightmove Group Limited, company number 03997679)
 - k) **SmartrConnect** – Smartr365-managed API to source and submit mortgage products from lenders;
 - l) **Smart Currency Exchange** – foreign exchange and international payment platform (Smart Currency Exchange Limited, company number 05282305);
 - m) **Solution Builder** – protection quote platform (iPipeline Limited, company number 03033012);
 - n) **Uinsure / Uinsure CX** – buildings and contents insurance platform (Uinsure Limited, company number 06046870);
 - o) **Yoti** – digital identity verification platform (Yoti Limited, company number 08998951).

- 1.2 Smartr365 may update the list of VAS providers from time to time and shall notify the Adviser of any material changes.

2. SUBSCRIPTION PACKAGES

- 2.1 Smartr365 offers Subscription Packages for access to the Platform, as updated from time to time. Current packages include:
- 2.1.1 **Basic Package** – core Platform functionality and pay-per-use access to selected VAS.
- 2.1.2 **Pro Package** – all Basic Package functionality, plus bundled access to selected VAS, workflow automation, enhanced reporting, and eligibility for VAS Bundles.
- 2.1.3 **Enterprise Package** – tailored pricing for high volume teams.
- 2.2 The features and limits of each Subscription Package are as published by Smartr365 from time to time on the Platform or website.
- 2.3 The Adviser shall select its Subscription Package at sign-up and may change it in accordance with clause 10 of this Schedule 3.
- 2.4 In the event of conflict between this Schedule 3 and the remainder of the Agreement in relation to subscription, fees, Value Added Services or product features, this Schedule 3 shall prevail, subject to the order of precedence set out in clauses 1.5–1.6 of the Terms.

3 TRIAL PERIOD

- 3.1 New Advisers are entitled to a free trial of the Platform for the period as defined in the Terms (the Trial Period).
- 3.2 During the Trial Period, the Adviser is granted access to the Platform solely for evaluation purposes and not for any commercial use.
- 3.3 Smartr365 provides no warranties in respect of the Trial Period and shall not be liable for any losses arising from the Adviser's use of the Platform during the Trial Period.
- 3.4 At the end of the Trial Period, unless cancelled by the Adviser, the selected Subscription Package shall automatically commence, and Subscription Fees shall become payable.
- 3.5 Smartr365 may withdraw or suspend access to the Trial Period at any time on notice if the Adviser breaches the terms of the Trial Period.

4 MINIMUM REGISTERED USERS

- 4.1 Each Subscription Package requires the Adviser to maintain the applicable Minimum Registered Users.
- 4.2 Where the Adviser reduces the number of Registered Users below the Minimum Registered Users, Smartr365 shall be entitled to charge Subscription Fees based on the Minimum Registered Users for that Subscription Package, regardless of actual usage.
- 4.3 Additional Registered Users may be added by the Adviser at any time and shall be charged on a pro-rata basis for the applicable billing cycle.

- 4.4 The Adviser shall notify Smartr365 promptly of any changes to its Registered Users and shall ensure that only authorised Registered Users are permitted to access the Platform.

5 FEES AND PAYMENTS

- 5.1 Subscription Fees are calculated by reference to:
- 5.1.1 the Subscription Package selected by the Adviser;
 - 5.1.2 the number of Registered Users (including the Minimum Registered Users requirement); and
 - 5.1.3 any selected VAS or VAS Bundles.
- 5.2 Each Adviser subscription covers one Registered User. Each Registered User must have their own individual licence under the Adviser's subscription and Subscription Fees are calculated on a per-user basis.
- 5.3 Subscription Fees shall be payable monthly or annually in advance, depending on the Adviser's chosen billing cycle.
- 5.4 All Subscription Fees are exclusive of VAT and any other applicable taxes.
- 5.5 Subscription Fees are non-refundable except where expressly provided in this Agreement.
- 5.6 Invoicing, payment methods, and consequences of late payment are set out in Schedule 1.

6 VALUE ADDED SERVICES (VAS)

- 6.1 The Platform provides access to the VAS listed in clause 1.1.6 in this Schedule 3, which may be updated by Smartr365 from time to time.
- 6.2 Each VAS is provided by the relevant independent third-party provider. The Adviser (or its Clients, as applicable) contracts directly with the provider and is responsible for compliance with the provider's terms.
- 6.3 Smartr365's role in relation to VAS is limited to providing technical access via the Platform. Smartr365 does not act as agent, partner or representative of any VAS provider and shall not be liable for the acts, omissions, suitability or performance of any VAS.
- 6.4 The Adviser acknowledges that the terms and conditions of each VAS provider govern use of the relevant VAS, and the Adviser is responsible for ensuring compliance with such terms and conditions.

7 VAS BUNDLES AND ALLOCATION

- 7.1 For bundled (or equivalent) subscriptions, VAS Bundles may be included within the Subscription Fees or purchased separately.
- 7.2 Allocations reset according to the Adviser's billing cycle (monthly or annual). Allocations do not roll over between billing cycles and are non-transferable.
- 7.2.1 where Subscription Fees are paid monthly, allocations reset monthly;
 - 7.2.2 where Subscription Fees are paid annually, allocations reset annually.

- 7.3 Smartr365 may withdraw or amend the scope of any VAS Bundle on reasonable notice where required to do so by the relevant VAS provider or by applicable law or regulation. Where practicable, Smartr365 will offer commercially reasonable alternatives to the withdrawn VAS but shall have no obligation to provide a like-for-like replacement.

8 NETWORK NOTIFICATION REQUIREMENTS

- 8.1 Where a VAS provider requires the Adviser to notify them of its network membership, the Adviser shall provide such details accurately and promptly.
- 8.2 If the Adviser fails to provide accurate network details, Smartr365 may suspend or withdraw access to the relevant VAS without liability.

9 ONBOARDING AND CONFIGURATION

- 9.1 To access the Platform, the Adviser must complete the onboarding process specified by Smartr365, which may include:
- 9.1.1 providing accurate Adviser and Client data in the required format;
 - 9.1.2 supplying a GDPR-compliant privacy notice and related documentation;
 - 9.1.3 branding and platform configuration (logos, colours, templates);
 - 9.1.4 completion of all mandatory training modules required by Smartr365.
- 9.2 Smartr365 shall provide reasonable onboarding support, training materials, and migration tools, but the Adviser remains responsible for:
- 9.2.1 the accuracy, completeness and integrity of all data provided; and
 - 9.2.2 ensuring that all Registered Users are properly trained in the use of the Platform and VAS.
- 9.3 Smartr365 may suspend or delay access to the Platform if the Adviser fails to complete onboarding requirements or fails to provide required documentation.

10 RENEWALS AND PLAN CHANGES

- 10.1 Unless terminated in accordance with the Terms, subscriptions shall automatically renew for successive Renewal Terms in accordance with clause 10 of Schedule 1.
- 10.2 The Adviser may request to upgrade or downgrade its Subscription Package via the Platform. Any fee adjustments shall take effect from the next billing cycle.
- 10.3 Additional VAS may be added at any time and shall be charged pro-rata for the applicable billing cycle.

11 TERMINATION CONSEQUENCES

- 11.1 This Schedule 3 shall terminate automatically upon termination or expiry of the Agreement.
- 11.2 Smartr365 may suspend or withdraw access to the Platform or VAS provided under this Schedule 3 if the Adviser fails to pay Subscription Fees or materially breaches its obligations under this Schedule 3.
- 11.3 On termination of the Agreement:

- 11.3.1 access to the Platform and VAS shall immediately cease;
- 11.3.2 all accrued Subscription Fees and VAS charges shall become payable;
- 11.3.3 no refund shall be due in respect of Subscription Fees already paid.
- 11.4 Data handling following termination shall be governed by Schedule 2.

SCHEDULE 4 – REFERRAL TERMS

1 DEFINITIONS

- 1.4 In this Schedule 4, the following definitions apply:
- 1.4.1 “**Client**” has the meaning given in Schedule 1.
- 1.4.2 “**Completed Referral**” means a Referral that results in a completed transaction with the relevant Referral Partner, or (in the case of the Refer & Earn Scheme) a new client of Smartr365 who has signed an agreement with Smartr365, completed onboarding and is successfully billed by Smartr365.
- 1.4.3 “**Refer & Earn Scheme**” means Smartr365’s client incentive referral programme described in clause 3 in this Schedule 4.
- 1.4.4 “**Referee**” means the person or organisation referred.
- 1.4.5 “**Referrer**” means the person or organisation making the Referral.
- 1.4.6 “**Referral**” means an introduction of a potential client or customer made in accordance with this Schedule 4.
- 1.4.7 “**Referral Fees**” means any commission, fee or remuneration payable by Smartr365 in respect of a Completed Referral under clause 2 in this Schedule 4.
- 1.4.8 “**Referral Partner**” means an independent third party that accepts Referrals via arrangements maintained by Smartr365.
- 1.4.9 “**Referral Reward**” means, for the Refer & Earn Scheme, a voucher or invoice credit of the value notified by Smartr365 from time to time (the current value is £150), subject to clause 3 in this Schedule 4.
- 1.5 Capitalised terms not defined in this Schedule 4 have the meanings given in Schedule 1.

2 ADVISER PARTNER REFERRALS

2.1 Referral Process

- 2.1.1 Referrals may be submitted via the Platform or other method specified by Smartr365 from time to time.
- 2.1.2 Smartr365 will use reasonable endeavours to transmit Referrals to the relevant Referral Partner but is not responsible for the Referral Partner’s acceptance, rejection or handling of any Referral.

2.2 Obligations of the Referrer (Adviser)

- 2.2.1 Obtain and record the Client’s informed consent to the Referral and the sharing of relevant contact details.
- 2.2.2 Comply with Applicable Laws (including FCA requirements where relevant) regarding disclosures, permissions and communications.
- 2.2.3 Ensure all communications to Clients are clear, fair and not misleading; make no representations beyond information provided or authorised by Smartr365 or the Referral Partner.

2.2.4 Maintain appropriate records of Referrals made via the Platform.

2.3 Relationship with Referral Partners

2.3.1 Referral Partners are independent third parties and not agents of Smartr365.

2.3.2 Smartr365 does not warrant the performance, suitability or availability of any Referral Partner or its services; the Referral Partner's own terms govern supply to the Client.

2.4 Referral Fees (if applicable)

2.4.1 Any Referral Fees, amounts and payment terms shall be notified in writing by Smartr365 from time to time.

2.4.2 Referral Fees become payable only for Completed Referrals.

2.4.3 Smartr365 may set off amounts owed by the Adviser against Referral Fees.

2.4.4 Referral Fees are exclusive of VAT and any other applicable taxes; the recipient is responsible for reporting/settling any taxes arising.

2.5 Suspension / Withdrawal

2.5.1 Smartr365 may suspend or withdraw access to a Referral Partner or category of Referrals where: (a) a Referral Partner terminates or varies its arrangements; (b) continuation is no longer commercially viable, technically feasible or lawful; or (c) the Adviser breaches this Schedule 4.

2.5.2 No compensation is payable for any suspension/withdrawal under clause 2.5.1 of this Schedule 4, but any accrued Referral Fees in respect of Completed Referrals remain payable in accordance with clause 2.4 of this Schedule 4.

2.6 Survival

2.6.1 Clauses 2.2–2.4 of this Schedule 4 survive termination of this section to the extent necessary to give effect to accrued rights and obligations.

3 REFER & EARN SCHEME (CLIENT INCENTIVE PROGRAMME)

3.1 Scheme Overview

3.1.1 Smartr365 operates the Refer & Earn Scheme to encourage introductions of new clients to Smartr365.

3.1.2 Under the Scheme, eligible Referrers may receive a Referral Reward for each Qualifying Referral that becomes a Completed Referral.

3.2 Eligibility

3.2.1 The Referrer must be an existing client of Smartr365 and must not have any outstanding amounts due to Smartr365.

3.2.2 Smartr365 staff (including permanent, contract and temporary personnel) and their household members are not eligible.

3.2.3 The Referrer must have the Referee's prior consent to share their contact details with Smartr365 and shall indemnify Smartr365 for any loss or claim arising from failure to obtain such consent.

3.3 Qualifying Referral

- 3.3.1 The Referee must be a new prospective client not already on Smartr365's database at the time the Referral is received (or whose details have not already been received by Smartr365).
- 3.3.2 A Completed Referral under the Scheme requires that the Referee: (a) signs Smartr365's agreement; (b) completes onboarding; and (c) is successfully billed by Smartr365.
- 3.3.3 First Referrer only: if multiple Referrers introduce the same Referee, only the first valid Referral received by Smartr365 is eligible.
- 3.3.4 Referrals may be submitted via the Platform or by contacting the Referrer's Smartr365 sales/account contact as notified by Smartr365.

3.4 Referral Reward and Payment Mechanics

- 3.4.1 The Referral Reward is a voucher or invoice credit of the value notified by Smartr365 from time to time (the current value is £150).
- 3.4.2 The Referral Reward becomes due only after the Referee becomes a Completed Referral as defined in clause 3.3.2 of this Schedule 4.
- 3.4.3 Where the Reward is an invoice credit, it will be applied to the Referrer's next invoice following confirmation of a Completed Referral; the Referrer can verify the credit on that invoice.
- 3.4.4 Rewards are non-transferable, and may not be auctioned, traded, bartered or sold. No other alternative is available.
- 3.4.5 Unredeemed Rewards that have not been issued at the date the Scheme ends are forfeited.
- 3.4.6 The Referrer is responsible for any taxes arising from the Reward. Rewards provided as vouchers or invoice credits are not subject to VAT unless otherwise required by Applicable Laws, and Smartr365 makes no warranty as to the tax treatment of any Reward.

3.5 Verification, Fraud and Withholding

- 3.5.1 All Rewards are subject to verification. Smartr365 may delay or withhold a Reward to investigate suspected fraud, ineligibility, duplicate Referrals or breach of this Schedule 4.
- 3.5.2 Smartr365 may decline or claw back any Reward granted in error or where the underlying Referral is subsequently found not to be a Completed Referral or otherwise ineligible.
- 3.5.3 Smartr365's decisions in relation to Reward eligibility and issuance are final and binding.

3.6 Communications and Data

- 3.6.1 Smartr365 may contact Referrers regarding their participation in the Scheme and send additional Scheme communications.
- 3.6.2 Personal data processed in connection with the Scheme shall be handled in accordance with Schedule 2 and Smartr365's Privacy Policy.

3.7 Changes, Suspension and Termination

- 3.7.1 Smartr365 may amend the Reward value, Scheme mechanics or eligibility criteria, or terminate the Scheme, by giving reasonable notice except for immediate suspension in cases of fraud, abuse or legal/regulatory requirement.

- 3.7.2 No compensation is payable to Referrers for any change, suspension or termination of the Scheme. Accrued Rewards that have been verified but not yet applied as an invoice credit remain payable in accordance with clause 3.4 of this Schedule 4; unissued Rewards are forfeited in accordance with clause 3.4.5 of this Schedule 4.
- 3.7.3 Clauses 2.2–2.4 of this Schedule 4 survive termination of this Scheme to the extent necessary to give effect to accrued rights and obligations

4 GENERAL

- 4.1 Nothing in this Schedule 4 creates an agency, partnership or employment relationship between Smartr365 and any Referrer or Referral Partner.
- 4.2 Liability, confidentiality, notices, governing law and jurisdiction are governed by Schedule 1.
- 4.3 In the event of any inconsistency between this Schedule 4 and a Referral Partner's terms provided to a Client, the Referral Partner's terms apply to the Referral Partner's services; this Schedule 4 governs the Referral mechanics and Rewards between Smartr365 and the Referrer.

SCHEDULE 5 – SPECIAL TERMS AND CONDITIONS RELATED TO USE OF OPEN BANKING, CREDIT REPORTS AND IDENTIFY VERIFICATION

1. DEFINITIONS

In these Terms and Conditions:

- 1.1. **"Account Information"** means information on one or more accounts held in the name of a Customer, used for the execution of payment transactions.
- 1.2. **"Categorised Data"** means the output of any data categorisation service provided through the Platform.
- 1.3. **"Customer"** means an individual consumer in relation to whom the Advisor has requested access to bank or building society account information through the Platform.
- 1.4. **"Lender"** means a mortgage lender to which the Advisor makes a mortgage application via the Platform.
- 1.5. **"Platform"** means the third-party platform through which the Advisor accesses the Service.
- 1.6. **"Service"** means the data services provided by the Third-Party Provider, including identity verification, credit reference, and affordability assessment services.
- 1.7. **"Third-Party Data"** means any data supplied by the Third-Party Provider through the Platform in connection with the Service.
- 1.8. **"PSRs"** means the Payment Services Regulations 2017.

2. PERMITTED PURPOSE

- 2.1. The Advisor shall use the Service solely for the purposes of:
- 2.2. Advising Customers on, but not as the sole basis for, mortgage applications to a Lender.
- 2.3. Assisting a Customer to complete a mortgage application. The Service shall not be used for marketing purposes ("Permitted Purpose").

3. REGULATORY COMPLIANCE

- 3.1. The Advisor shall at all times maintain:
 - 3.1.1. A valid Financial Conduct Authority (FCA) registration to conduct mortgage broking advice services.
 - 3.1.2. A valid data protection registration as required by the Information Commissioner's Office (ICO).

4. DATA PROCESSING RESTRICTIONS

- 4.1. The Advisor shall not process Third-Party Data outside of the United Kingdom.
- 4.2. The Advisor shall not modify the format of Third-Party Data or merge it with third-party data without the prior written consent of the Third-Party Provider.

- 4.3. As soon as Third-Party Data is no longer required for the Permitted Purpose, the Advisor shall securely and permanently destroy the data and provide the Platform with written confirmation of such deletion.

5. IDENTITY AND VERIFICATION (IDV AND CREDIT REFERENCE SERVICES)

- 5.1. When using the IDV or Credit Reference Services, the Advisor shall:

5.1.1. Obtain the IDV Report or Credit Reference Data only upon a Customer's request to assist in advising on and completing a mortgage application, subject to the Customer's consent in accordance with all applicable laws.

5.1.2. Maintain records of compliance with the above requirement and make such records available to the Third-Party Provider upon request.

5.1.3. Use the IDV Report or Credit Reference Data solely to advise Customers on mortgage applications with Lenders. The Advisor shall provide information as reasonably required to monitor and evidence compliance.

5.1.4. Acknowledge that the IDV Report and Credit Reference Data are confidential and shall not be disclosed to any third party, including Lenders. The Advisor shall ensure that each Lender conducts its own identity and verification or credit checks for each mortgage application.

- 5.2. Upon receiving a Customer complaint relating to the IDV Report or Credit Reference Data, the Advisor shall:

5.2.1. Notify the Platform within 24 hours of receiving the complaint.

5.2.2. Inform the Customer that the matter should be raised directly with the Third-Party Provider, providing relevant contact details.

5.2.3. Refrain from resolving or attempting to resolve the complaint on behalf of the Third-Party Provider.

6. AFFORDABILITY PASSPORT ASSESSMENT SERVICE

- 6.1. When using the Affordability Assessment Service, the Advisor shall:

6.1.1. Prior to requesting a Customer's Account Information or Categorised Data, ensure that the Customer has been notified of the purposes for which their data will be used, in accordance with the PSRs and all applicable data protection laws, including any required repeat notifications.

6.1.2. Not use Categorised Data to enhance, inform, or update their own or any third-party methodology.

6.1.3. Not reverse engineer, decompile, disassemble, or otherwise attempt to derive techniques, processes, algorithms, know-how, or other information from the Categorised Data, nor permit or induce such actions.

6.1.4. Not adapt or modify the way Categorised Data or Account Information is displayed to a Customer.

7. INCIDENT AND REGULATORY REPORTING

- 7.1. The Advisor shall inform the Platform without undue delay in the event of:

7.1.1. Notifying the FCA or any other regulator of a major operational or security incident relating to the Service and promptly consult with the Platform before notifying affected Customers.

7.1.2. Becoming the subject of a regulatory investigation relating to the Service, including allegations of breaching agreements with Customers or misusing, losing, or failing to secure Account Information.

7.1.3. Receiving a fine from a regulator in relation to the Service.

7.1.4. Losing permission to use the Service.

8. RESTRICTED USE OF VERIFICATION OUTCOMES

8.1. Any information provided to the Advisor by the Third-Party Provider through the Platform relating to the outcome of bank account verification checks shall be used solely for the Permitted Purpose and is not licensed for wider usage.