

IRESS Trigold Prospector Order Form

Customer Details

Title: _____ Name: _____

Company Name: _____

Address: _____

Postcode: _____

Email: _____

Mobile: _____

Telephone Number: _____

Fax Number: _____

Affiliation: _____

Licence Type	Number	Monthly fee
Number of Trigold Prospector licences @ £29.95 per month		£
Number of Client Briefcase licences @ £5.00 per month		£
Number of Hometrack AVM licences @ £5.00 per month		£
Number of Outlook integrations @ £5.00 per month		£
Licence sub total		£

Integration Options*	Number	Monthly fee
Number of IRESS Momentum integrations - free integration		
Number of True Potential integrations @ £5.00 per month		£
Number of Intelligent Office integrations @ £5.00 per month		£
Number of The Key integrations @ £5.00 per month		£
Integration sub total		£

Summary	Monthly fee
Licence fee sub total	£
Integration fee sub total	£
Total monthly fee	£

Tick here to confirm you have read and accept the Terms & Conditions:

*Separate back office system licenses required

Please scan and email this order form and the Direct Debit Mandate to trigold.registrations@iress.co.uk or you can fax them both to 0845 068 2000.

In addition, we need the original of the Direct Debit Mandate posted to: IRESS Trigold Registrations, 1 Kingmaker Court, Gallows Hill, Warwick, CV34 6DY. All prices exclude VAT.

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This licence agreement is a legal agreement between you (“**Customer**” or “**you**”) and IRESS FS Limited of 1 Kingmaker Court, Warwick Technology Park, Warwick CV34 6DY (“**IRESS**”, “**us**” or “**we**”) and contains the terms and conditions upon which we agree to provide you and your Authorised Users with access to (a) IRESS’ offline sourcing (known as Trigold Prospector) (b) IRESS’ online sourcing (known as Trigold Sourcing), the functionality of both includes client data capture, mortgage product search, KFI production and application processing (together known as the “**Service**”). By entering into this licence agreement, you will automatically receive a licence to use both solutions. Certain of these terms only apply to Trigold Sourcing, as detailed below.

1 Licence Grant

- 1.1 Subject to the Customer paying the applicable Fees and complying with the terms and conditions of this agreement, IRESS hereby grants to the Customer a non-exclusive, non-transferable right for the Customer to permit the Authorised Users to use the Service for the purposes of conducting their business as financial advisers during the term of this agreement (“**Permitted Purpose**”).
- 1.2 The Customer shall ensure that the Authorised Users use the Service in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User’s breach of this agreement.

2 Unacceptable Use and Customer Obligations

- 2.1 The Customer must ensure that the Service is not used to transmit:
- (i) information which is unlawful, harassing, offensive, defamatory or obscene; or
 - (ii) any computer virus.
- 2.2 The Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; or
 - (b) access all or any part of the Service in order to build a product or service which competes with the Service; or
 - (c) use the Service for commercial time sharing, rental or service bureau use, advertising or spamming, or as part of an outsourcing service for a third party;
 - (d) subject to clause 13.1 (Assignment), licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users.
- 2.3 The Customer shall procure that the Authorised Users keep their log in details and password secure and shall not disclose them to a third party or permit a third party to use these details in order to access the Service. Passwords are provided on an individual basis and no concurrent use or sharing of passwords is permitted. If Authorised Users do share passwords or log in details then we reserve the right to charge you additional fees in relation to any use by a person other than an Authorised User.
- 2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify IRESS.

- 2.5 The Customer shall inform IRESS of any change in the details provided by the Customer, including any change in Authorised Users, including any Authorised Users who leave the Customer's organisation.
- 2.6 The licence in clause 1.1 is granted subject to, and for so long as the Customer complies with, the terms of this agreement.

3 Third Party Services

- 3.1 Third Party Services may be provided to the Customer subject to separate terms required by the third party service provider ("**Third Party Service Provider**") which are subject to change from time to time ("**Third Party Terms**"). The Customer must comply with all Third Party Terms. In no event will IRESS have any liability with respect to Third Party Services or for any failure of a Third Party Service Provider to comply with Third Party Terms.
- 3.2 Where Third Party Services are subject to separate terms the Customer will either be required to accept these terms in order to receive a specific service that is available via the Service, or the Third Party Terms (and changes to those terms) will be notified to the Customer by IRESS or the Third Party Service Provider. Notification may occur by making the current terms available on the Website. A Third Party Service Provider may require the Customer to execute a separate agreement in order to receive a Third Party Service.
- 3.3 IRESS' right to amend terms unilaterally under clause 3.2 is restricted to changes reflecting variations to the terms on which Third Party Data or other Third Party Services are made available to IRESS. If changes are made via the Website, IRESS will notify the Customer in the next invoice that changes have been made.

4 Charges

- 4.1 The Customer must pay the Fees (together with VAT thereon where applicable) to IRESS or, if requested by IRESS, another member of the IRESS Group acting as an agent for IRESS, by the Due Date.
- 4.2 IRESS may vary Fees by giving the Customer at least 90 days' notice in accordance with clause 13.3 (Notices).
- 4.3 IRESS shall be entitled to pass on any variations in Third Party Royalties upon written notice to a Customer.
- 4.4 IRESS (or another member of the IRESS Group acting as an agent for IRESS) will issue an invoice for Fees unless the Customer agrees to have Fees debited directly from its account. If invoiced Fees are not paid by the Due Date or if, on the date for direct debit, there are insufficient funds in the account, IRESS may charge the Customer interest at the rate of 2% per annum over the published base rate of the Bank of England at the due date (calculated daily) on any overdue amount.
- 4.5 Without limiting any rights otherwise available to IRESS, if Fees have not been paid by the Due Date, IRESS may suspend the provision of the Service to the Customer (without liability) if the Fees remain unpaid within 7 days of receipt by the Customer of a notice from IRESS notifying the Customer of the fact that the Fees are overdue.
- 4.6 If the Customer disputes any invoiced or directly debited amount, it must notify IRESS within 14 days of receiving the invoice or of the direct debit. Any undisputed amount must still be paid by the Due Date.

5 Availability and Support Services

- 5.1 IRESS will use reasonable endeavours to keep downtime of Trigold Sourcing to a minimum, however the Customer acknowledges that from time to time IRESS will be required to undertake maintenance work during which Trigold Sourcing will be unavailable for use.
- 5.2 IRESS may make changes to the Service from time to time. For the avoidance of doubt, any such changes may include removing or adding functionality and access to Third Party Services. IRESS reserves the right to offer new functionality only as an additional service or a Third Party Service for which there may be a charge.

- 5.3 Helpdesk support is available during Business Hours on Business Days in relation to the Service. All helpdesk support will be provided via telephone, facsimile, electronic mail or post at IRESS' discretion (details of helpdesk numbers are set out on <http://www.iress.co.uk/services-and-support/support-contacts>). Visits to a Customer site are not included and will be charged for separately.
- 5.4 Helpdesk support will not include matters relating to the Customer's operating systems, software network, accessories, peripherals, machines, systems or devices, or the internet, howsoever caused.

6 Information Security

- 6.1 IRESS will provide the Service in accordance with generally accepted information security controls.
- 6.2 Each party agrees:
- (i) not to knowingly suffer or permit its staff or other third party under its direction or control to knowingly introduce into the other party's systems any malware, virus, disabling device or code, worm, Trojan timebomb or other harmful or destructive code ("**Harmful Code**"); and
 - (ii) that if any Harmful Code is introduced, it will:
 - (i) promptly report that introduction to the other party; and
 - (ii) take all reasonable steps to eliminate the Harmful Code from its own server.
- 6.3 The Customer acknowledges that:
- (i) valid login control, whereby an Authorised User enters a valid and current user-name and password, is the sole validation measure used to permit an Authorised User access to Data, Client Data, or other information provided as part of the Services; and
 - (ii) it is responsible for maintaining login and password protections to restrict access to its data to Authorised Users.

7 Intellectual Property Rights

As between the parties all Intellectual Property Rights in the Service remain vested in IRESS (or its licensors). The Customer's only rights in relation to the Service are those expressly granted by these terms.

8 Warranties and Disclaimer

- 8.1 Each party warrants that it has the necessary rights, power and authority to enter into this agreement and to perform its obligations under it.
- 8.2 IRESS warrants that it has all licences and rights necessary for the performance of the Service and the Service will not infringe the copyright, design, or trade mark intellectual property rights of any person in the United Kingdom ("**IP Warranty**").
- 8.3 Except as set out above the Service is provided on an "as is" and "as available basis". IRESS may make changes to the Service from time to time at its discretion, which may include removing or adding functionality as well as making modifications to the Service. Neither IRESS (nor any provider of a Third Party Service) warrants that the Service, nor any information provided via the Service (including the Third Party Services) will be continuously available and free from interruption or complete, accurate or error-free and the Customer agrees that neither IRESS nor any Third Party Service Provider is liable for non-performance, inaccuracy, error or other interruption of transmission for any reason whatsoever.
- 8.4 Where the Service provides access to any Third Party Services or hypertext links to other websites, extranets or portals this does not constitute an endorsement of the same and the Customer shall access and use the Third

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Party Services and links at its own risk. IRESS accepts no responsibility for any Loss the Customer may incur associated with such access and use.

- 8.5 The Customer acknowledges that any advice or recommendations provided following use of the Service are not the responsibility of IRESS. The Customer is responsible for compliance with all laws or regulations concerning its business, including, but not limited to, the rules of the FCA or any other regulations, requirements, stipulations or conditions made by any professional or regulatory organisation of which the Customer or its Authorised Users may be subject from time to time.
- 8.6 To the extent permitted by law:
- (a) except as expressly provided in this agreement, IRESS does not make any warranties of any kind in respect of the Service;
 - (b) the warranties set out in this agreement are in lieu of and exclude all other express or implied warranties, representations, conditions or statutory guarantees, including warranties of merchantability or fitness for a particular purpose; and
 - (c) IRESS excludes all liability to the Customer arising out of or in connection with any breach of any implied warranty, condition or statutory guarantee of merchantability or fitness for purpose of the Service.

9 Confidential Information

- 9.1 A Receiving Party may only access or use Confidential Information of the Disclosing Party as necessary for the purposes of supplying or receiving the Service (as applicable).
- 9.2 A Receiving Party must keep confidential and must not disclose Confidential Information of the Disclosing Party to any person without the Disclosing Party's written consent, except to members of its Group, or its employees, directors, independent contractors or professional advisers requiring the information for the purposes of, and in accordance with, this agreement, or as required by law or in connection with legal proceedings relating to this agreement.
- 9.3 A Receiving Party must use all reasonable endeavours to ensure that persons to whom it discloses the Disclosing Party's Confidential Information do not use or disclose the information except in the circumstances permitted by this clause 9 (Confidential Information), and the Disclosing Party shall remain responsible for any breach of confidentiality by a party to whom it discloses information.
- 9.4 The Customer indemnifies IRESS against any Loss suffered or incurred by IRESS resulting from a breach by the Customer of clause 9.
- 9.5 IRESS indemnifies the Customer against any Loss suffered or incurred by IRESS resulting from a breach by IRESS of clause 9.

10 Privacy

- 10.1 Each party must comply with the Data Protection Act 1998 as if they were bound by it (whether or not the party is an organisation bound by the Data Protection Act 1998).
- 10.2 The parties acknowledge that, in respect of all Personal Data controlled and owned by the Customer and processed (as defined in the Data Protection Act 1998) by IRESS for the purpose of the provision of the Service:
- (i) the Customer will be the data controller (as defined in the Data Protection Act 1998) and will have obtained all necessary registrations, authorisations and consents necessary under the Data Protection Act 1998 (and any other relevant laws and regulations) to enable IRESS, members of its Group and Third Party Service Providers to process the Personal Data of its End Clients for the purposes of performing its obligations under this agreement;

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- (ii) IRESS shall be the data processor (as defined in the Data Protection Act 1998).

10.3 IRESS will:

- (i) process the Personal Data in accordance with this agreement;
- (ii) implement appropriate technical and organisational measures for the purpose of the Data Protection Act 1998;
- (iii) not transfer any of the Personal Data to a country or territory outside of the European Economic Area without first ensuring that it has an agreement with the relevant third party entity to which the Personal Data is transferred which ensures an adequate level of protection in relation to the processing of Personal Data.

10.4 The Customer agrees that IRESS shall be permitted to create Anonymised Data and to provide this to third parties at IRESS' discretion.

10.5 The Customer will be solely responsible for determining and monitoring its compliance with the Data Protection Act 1998.

10.6 The Customer indemnifies IRESS against any Loss suffered or incurred by IRESS resulting from a breach by the Customer of clause 10.2(i).

10.7 IRESS indemnifies the Customer against any Loss suffered or incurred by the Customer resulting from a breach by IRESS of clause 10.3(ii).

10.8 When the Customer accesses Trigold Sourcing, the pages viewed will be monitored by IRESS and third party software and systems which IRESS can use against any password to identify the Customer. Most websites, portals and extranets use similar tools which are known as cookies. IRESS uses the information obtained from cookies to provide the Customer with an improved service and to better IRESS' understanding of the Customer's preferences. For more information on how IRESS uses cookies and the Customer's information please refer to IRESS' privacy policy at www.iress.co.uk, which is also available in hard copy on request. By entering into this agreement, the Customer is providing its consent (and will procure that its Authorised Users provide their consent) for IRESS to use or provide the information collected with such cookies to the IRESS Group, and any Third Party Service Provider, data sellers, and market research companies.

10.9 IRESS may monitor use of the Service to ascertain how many users are accessing the Service and which functionality is being used. IRESS will use this information for the purpose of generating management information and for providing feedback to clients. In addition, IRESS may retain records of all transactions made or instructions received via the Service. All data that IRESS generates from the Service will be anonymized, and nothing in this clause will involve the disclosure of any personal data relating to a Customer's end clients to a third party.

10.10 IRESS may refer to the Customer by name as a user of the Services in any advertising and use a copy of the Customer's trade mark or trading style for those purposes. The Customer hereby grants to IRESS and the IRESS Group a non-exclusive, non-transferable royalty free licence to use its trade mark solely for that purpose.

11 Liability

11.1 Subject to clauses 11.4 and 11.5, the Customer expressly agrees that its access to and use of the Service is at the sole risk of the Customer and its Authorised Users. IRESS, members of the IRESS Group and Third Party Service Providers will in no way be liable to the Customer, or any Authorised User for any Loss or damages (whether direct or indirect, consequential, punitive or exemplary), including Investment Loss, and whether in contract or tort (including negligence) ("**Exclusion**").

11.2 The Customer must indemnify IRESS and the Third Party Service Providers against any Loss suffered or incurred by any of them as a result of, or in connection with, any Claim by a third party relating to the Customer's

or an Authorised User's use of (or inability to use), the Service in the provision of services to third parties, other than a Claim covered by the IP Warranty or the Privacy Indemnity.

- 11.3 The Exclusion in clause 11.1 will not apply to liability under an indemnity provided under these terms or to liability resulting from:
- (i) fraud;
 - (ii) injury to person and physical property; or
 - (iii) a breach of clauses 8.2 (IP Warranty) or 9.5 (Confidentiality Indemnity) or 10.7 (Privacy Indemnity).
- 11.4 The aggregate liability of the IRESS Group in any Contract Year under or in connection with clauses 8.2 (IP Warranty), 9.5 (Confidentiality Indemnity) and 10.7 (Privacy Indemnity) will not exceed £100,000 in any Contract Year.
- 11.5 Each party must take appropriate and commercially reasonable actions to mitigate, reduce and limit any Loss that might otherwise be recoverable from the other party arising out of or in connection with this agreement.

12 Commencement and termination

- 12.1 The Customer will be entitled to access the Service from the date upon which this agreement is entered into (provided that if this agreement is being entered into on paper (rather than electronic format) log-in details have been provided to the Customer).
- 12.2 Either party may terminate this agreement by giving the other three clear calendar month's prior written notice.
- 12.3 In the event a party is in material breach of any of its obligations under this agreement, and provided such breach is capable of remedy, fails to remedy that breach within fourteen (14) days of being notified of such breach, then the other party may, in its sole discretion, by written notice to the other party:
- (a) in the case of the Customer, terminate the agreement; and
 - (b) in the case of IRESS immediately suspend, revoke or terminate the Customer's access to the Service.
- 12.4 In the event a party experiences an Insolvency Event, the other party may, in its sole discretion, by written notice to the other party:
- (a) in the case of the Customer, terminate the agreement; and
 - (b) in the case of IRESS immediately suspend, revoke or terminate the Customer's access to the Service.

12.2 Survival

The following provisions will survive termination of this agreement; clause 3.1 (Third Party Terms), clause 9 (Confidential Information), clause 10 (Privacy), clause 11 (Liability) and any other provision which, of its nature, must survive.

13 General terms

13.1 Assignment

IRESS may assign its rights under this agreement to any related company or to a successor company which will continue the provision of the Service. The Customer may assign its rights under the agreement only with

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IRESS' prior written consent. IRESS will not withhold its consent unreasonably to assignment to a related company or successor company operating the same business.

13.2 Third Party Rights

Other than a member of the IRESS Group or Third Party Service Providers (where applicable), this agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party and no person who is not a party may enforce any of the terms or rely on any exclusion or limitation contained in this agreement.

13.3 Notices

Any notice or other communication under this agreement must be sent in writing by post, fax or email:

- (i) in the case of a notice to the Customer, to the Customer's address set out in the Registration Form, or as otherwise notified to IRESS or which IRESS reasonably believes is the Customer's new address and specified in IRESS' Invoice; and
- (ii) in the case of a notice to IRESS, to our address specified in an Invoice, or as otherwise notified by IRESS.

A notice is deemed to have been received within 2 days of posting if posted in the United Kingdom or 7 days if posted outside of the United Kingdom, or if faxed or emailed, at the time of receipt of a confirmation printout or message respectively of a successful delivery.

13.4 Exercise of rights

A failure or delay by a party in exercising a right or power under this agreement is not to be taken as a waiver of that right or power. Any partial exercise of a right or power is not to preclude any further exercise of that right or power.

13.5 Headings

Headings in these terms are inserted for convenience only and do not affect their interpretation.

13.6 Severability

If the whole or part of a provision is void, unenforceable or illegal, it is severed to the extent that it is void, unenforceable or illegal, and the remainder of this agreement has full force and effect. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

13.7 Force Majeure

IRESS shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of IRESS or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

13.8 Jurisdiction

This agreement is to be governed by the laws in force in England and Wales. Each party submits to the non-exclusive jurisdiction of the courts of England and Wales.

14 Definitions

14.1 Meaning of terms

In this agreement, unless the contrary intention appears:

Anonymised Data means any data from which any details which identify End Clients as individuals (whether living or dead) have been removed.

Authorised Users means those employees, agents and independent contractors of the Customer who are authorised by the Customer to access the Service.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in the place where an act is to be performed or a payment is to be made.

Business Hours means 8.00am to 6.00pm (London time) on Business Days.

Claim means an action, claim, demand or proceeding.

Confidential Information means information relating to the business or affairs of one party ("**Disclosing Party**") disclosed to or learnt by the other party ("**Receiving Party**") under or in connection with this agreement, but does not include the Excluded Information. Confidential Information of IRESS includes all pricing and related terms pertaining to the provision of the Service.

Contract Year means a twelve (12) month period commencing on the date of this agreement and each subsequent twelve (12) month period commencing on the anniversary of that date.

Data means any data or information made available through or which form part of or is supplied with, the Service.

Due Date in relation to a Fee means 30 days after the date of the invoice for the Fee, or if the Fee is being collected by direct debit the agreed date on which the payment will be taken.

End Clients means the clients of the Customer (or Authorised Users) who are the recipients of financial services from the Customer (or Authorised Users).

Excluded Information means information which:

- (a) is in the public domain other than through breach of this agreement or an obligation of confidence owed to the Disclosing Party; or
- (b) the Receiving Party can prove was already known to it at the time of disclosure by the Disclosing Party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source (other than the Disclosing Party) which is entitled to disclose it.

Exclusion has the meaning give to by clause 11.1.

Fees means the fees for the Service and any Third Party Royalties as set out in the standard tariff which is available on request , or such other fees as may be agreed in writing between the parties, in each case as updated from time to time pursuant to clause 4.2.

Group means the group of companies of which the party referred to forms part and comprising that party and all other companies from time being subsidiaries of that party, subsidiaries of that party's holding company or subsidiaries of such subsidiaries: "subsidiary" and "holding" company bearing the meaning ascribed to them in section 1159 of the Companies Act 2006.

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Harmful Code has the meaning given to by clause 6.2.

Insolvency Event means a person becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order, has a receiver or administrative receiver appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or undergoes a similar or equivalent process in any jurisdiction.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Investment Loss means any direct, indirect, incidental, special or consequential loss or damage arising from or relating to a) investments in assets or securities and trading or trades in assets or securities, in each case made or entered into or executed erroneously or not at all (including as a result of any Service or Data accessed by a User) and b) tax, superannuation or savings calculations or planning, forecasting or modelling, loss relating to financial or investment advice, or loss of or damage to reputation or goodwill.

IP Warranty has the meaning given to it by clause 8.2.

Loss means any loss, liability or expense (including legal fees).

Permitted Purpose has the meaning given in clause 1.1.

Personal Data has the same meaning as in the Data Protection Act 1998.

Privacy Indemnity means the indemnity provided by IRESS under clause 10.7.

Registration Form means the form to be completed and processed before log-in details are provided to Authorised Users.

Third Party Royalties means the fees payable by the Customer for access to certain Third Party Services as notified to the Customer from time to time.

Third Party Services means access to financial data, information, software or services which is sourced from a third party but is made available via the Service.

Third Party Service Provider has the meaning given to it by clause 3.1.

Website means IRESS' website at <http://www.iress.co.uk> or such other URL as adopted by IRESS from time to time.

