

# Terms and Conditions

Please read carefully the following Terms and Conditions. They apply to the Websites (as defined below), which are owned and operated by Sesame Bankhall Group Limited and, by accessing any of the Websites, you are agreeing to abide and be bound by such Terms and Conditions.

No charge is made for your use of the Websites (unless otherwise stated), although you should be aware that telephone call charges, at rates determined by your telephone operator, may apply.

## 1. Definitions

In these Terms and Conditions the following terms shall have the meanings set out below:

- **“Micro Site”** means any page on a Website;
- **“Sesame Bankhall Group Limited”** means Sesame Bankhall Group Limited (whose registered office is at Pixham End, Dorking, Surrey RH4 1QA), the holding company of Sesame Limited, Bankhall PMS Limited (trading as Bankhall, PMS, Premier Mortgage Service, Portfolio Member Services, Bankhall Online), TrustPMS Limited, Sesame Learning Limited and Sesame General Insurance Services Limited (trading as Sesame Insure) and any subsidiary from time to time of Sesame Bankhall Group Limited, also referred to as **“we”**, **“us”** and **“our”**. Holding company and subsidiary shall be construed in accordance with sections 1159 and 1160 of the Companies Act 2006.
- **“Websites”** means the websites with their home pages as set out below (and **“Website”** means any one of them):
  - [www.sesame.co.uk](http://www.sesame.co.uk) - published by Sesame Bankhall Group Limited
  - [www.trustpms.co.uk](http://www.trustpms.co.uk) - published by Bankhall PMS Limited
  - [www.bankhall.co.uk](http://www.bankhall.co.uk) - published by Bankhall PMS Limited
  - [www.bankhallonline.com](http://www.bankhallonline.com) - published by Bankhall PMS Limited
  - [www.premiermortgageserviceonline.com](http://www.premiermortgageserviceonline.com) - published by Bankhall PMS Limited
  - [www.remotefilereview.co.uk](http://www.remotefilereview.co.uk) - published by Bankhall PMS Limited

and any other site or web address owned or operated by a member of Sesame Group Limited as may link to these Terms and Conditions from time to time.

## 2. Acceptable Use Policy

You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any content uploaded or distributed or stored by you does not infringe the rights of others.

All material on the Websites and any material sent to you by e-mail or any other form from the Websites (the “**content**”) or in any way relating to the Websites belong to our licensors or us. You may retrieve and display content from the Websites but only strictly in accordance with our terms of supply with you.

You may not do any of the following without prior written permission from us:

- reproduce other than allowed under the Acceptable Use Policy, modify any of the content including research material distributed to you from our research department;
- you may commercially exploit research material sent by our research department for use in your dealings with your end customers but you may not sell or let any person have copies of research materials except in the course of providing information to them as a financial adviser or an insurance intermediary
- redistribute any of the content (including using it as part of any library, archive or similar service);
- remove the copyright or trade mark notice(s) from any copies of content;
- create a database in electronic or structured manual form by systematically downloading and storing all and any of the content.

You may not use our trademarks unless you are contracted to us as an intermediary, without our prior written permission, and then only in accordance with the rights you have been granted. Other product and company names and logos mentioned or displayed in the Websites may be the trademarks, service marks or trading names of third parties.

In accessing the Websites, or any one of them, you agree not to:

- impersonate another person or use a false name or a name you are unauthorised to use or create a false identity or e-mail address or try to mislead others as to the identity or origin of any communications;

- modify, access or make available data stored on a computer device which you have accessed through our network;
- make available or upload files that contain software or other material, data or information not owned or licensed to you or collect information about others (eg names/addresses) without their prior consent;
- damage, interfere with or disrupt access to the Websites or do anything which may interrupt or impair their functionality;
- make any commercial or business use of the Websites or resell or commercially benefit from any part or aspect of the Websites;
- publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
- threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, “trojan horses”, “worms” or any other harmful software;
- falsify the true ownership of software or other material or information contained in files made available via the Websites;
- obtain or attempt to obtain unauthorised access, through whatever means, to the Websites, other services or computer systems or areas of our or any of our partners' networks;
- set up links from any website controlled by you to any Micro Site, except to the home page of a particular Website, without our express written permission;
- abuse or misuse the Websites in any other way;
- assist others to do any of the above.

We retain the absolute right to prevent you from accessing the Websites, without prejudice to any of our accrued rights, where we in our sole discretion consider it right to do so or we consider in our sole discretion that you are contravening our Acceptable Use Policy or any other term or condition of these Terms and Conditions.

### 3. Registration

Where any of the Websites (or Micro Sites on any of the Websites) require that you register in order to use them, you are obliged to provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information (including your e-mail address) by altering your details as appropriate.

Registration is for a single user only. On registration, where required, you will be issued with a user name and password. You may contact us to change the password to one of your choice. We do not allow any of the following:

- any other person sharing your user name and password;
- access through a single user name and password being made available to multiple users on a network.

Should a user forget their password, a new one will have to be created. Existing passwords are not visible to any member of Sesame, Bankhall or PMS staff.

Where a member firm has an Administrative User Account set up in the name of the firm (e.g. a user name of "Member Firm Name"), its use is the responsibility of the Firm Principal. As stated above, these accounts should not be shared. It is recommended that single users are set up for members of staff performing administrative roles.

## 4. E-mail Policy

We reserve the right to take such action as we in our sole discretion deem fit in respect of any electronic mail ("e-mail") which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material.

## 5. Intellectual Property Rights

We, or our licensors, own the copyright and all other intellectual property rights associated with the content save where otherwise stated.

Nothing in these Terms and Conditions or in respect of your use of the content, the additional services and/or any third party services shall vest any intellectual property rights in such services in you. You have no right or licence to modify, enhance, alter, change or create any derivative works in respect of any of the content in which intellectual property rights subsist in respect of the Websites, any additional services and/or any third party services. Should you use any intellectual property rights subsisting in any content or any third party services other than in accordance with these Terms and Conditions, any intellectual property rights subsisting in any content created as a result shall vest in the Sesame Bankhall Group Limited (where Sesame Bankhall Group Limited owns the intellectual property

rights in the underlying material) or the relevant third party (where it owns the intellectual property rights in the underlying material).

You shall take all reasonable steps to assist us and any third party licensor in the protection of intellectual property rights associated with the content in a prompt and timely manner at your sole cost and expense, including:

- notifying us immediately if you become aware of the misuse of the content, any user name and/or password in any way by any third party; and
- notify us immediately if any third party makes or threatens to make any claim or legal proceeding relating to your use of the content.

## 6. Liabilities

You agree that we have no control over third party content and information which can be accessed using the Websites and that we do not examine or edit the use to which you or others put the Websites or the nature of the content or information being accessed and that we are excluded from all liability of any kind arising from such content or information. You agree that except for death or personal injury arising through our negligence, to the fullest extent permitted by law, we exclude any liability whatsoever for any loss or damage arising from use of the Websites. You furthermore agree to indemnify us in the manner set out in clause 6 below in relation to your use of the Websites.

We take all such steps as are reasonably necessary to provide a fast and reliable website, but exclude to the fullest extent permitted by law any liability for the security of the services on the Websites or for any disruption of the Websites however caused, loss of or corruption of any material in transit, or loss of or corruption of material when downloaded onto any computer systems.

We provide access to the Websites on an “as is” basis and make no representations or warranties of any kind as to the Websites or the content. We make no representations or warranties about the accuracy, completeness or suitability for any purpose of the content published on the Websites. Any liability, however it occurs, for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

A person who is not a party to this Agreement may not exercise any rights under the Contracts (Rights of Third Parties) Act 1999.

## 7. Indemnity

You agree to indemnify and hold us and any of our officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Websites and/or a breach of the Acceptable Use Policy and/or any of these Terms and Conditions.

## 8. Software and Security

We are not responsible for any technical or other issues that may arise if you download software from an external third party website (e.g. Acrobat Reader) or upgrade your browser software to enhance your usage of the Websites.

## 9. Changes to these Terms and Conditions

We reserve the right to make changes to any part of the Websites. Due to our policy of updating and improving the Websites, it may therefore be necessary to change these Terms and Conditions.

If you use any of the Websites after we have published such changes, you will be agreeing to be bound by those changes. If you do not agree to be bound by them, you should not use the Websites.

## 10. Advertising and Sponsorship

The Websites may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Websites complies with applicable laws, codes and regulations. We exclude to the fullest extent permitted by law any responsibility for any error or inaccuracy appearing in any advertising or sponsorship material.

We do not allow third parties to use cookies if they advertise on our Websites and microsites. If you suspect or have reason to believe that an advertiser has used a cookie or any invisible processing in conjunction with an advertisement please let us know.

## 11. Competitions, Prize Draws and Chargeable Content

We may from time to time run competitions, free prize draws and/or other promotions on the Websites. These will be subject to additional terms and conditions that will be made known to you at the relevant time.

## 12. Termination

We may terminate the provision of any of the Websites or restrict your access to them without any prior notice to you where (by way of example and without limitation):

- there is a regulatory or statutory change limiting our ability to provide a Website;
- any event beyond our reasonable control prevents us from continuing to provide a Website; or
- we consider in our sole discretion that it is necessary to do so or you are otherwise acting in breach of these Terms and Conditions.

## 13. Additional Services

From time to time we may provide services through the Websites and microsites however, the download time may vary considerably between the types of content and you agree that you are wholly liable and responsible for any telephone call and/or other charges incurred in downloading the same.

## 14. E-commerce

Your dealings with any third parties, in particular advertisers and/or merchants, via the Websites, and any terms or conditions agreed with, or representations given by, such third parties, are solely between you and such third party. You agree that we are not liable for such dealings, and you agree to indemnify us in the manner referred to in clause 6 above in relation to such dealings.

## 15. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England Wales and you irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with, these Terms and Conditions.

## 16. Confidentiality

Throughout the duration of these Terms and Conditions and after the termination or expiry of these Terms and Conditions for any reason, you:

- shall not use any information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by us to you at any time including information relating to or derived or made available through the content (including operations, processes, plans or intentions), know-how, design rights, trade secrets, market opportunities and business affairs which are marked as being 'confidential' or which you ought to treat as being confidential by virtue of their nature or the nature of their disclosure (the "Confidential Information") for a purpose other than the performance of your obligations under these Terms and Conditions;
- shall not disclose Confidential Information to any person except with our prior written consent; and
- shall make every effort to prevent the use or disclosure of Confidential Information.

You shall ensure the security of all Confidential Information by taking all reasonable steps to keep it secure including establishing and adhering to suitable internal procedures to ensure that all information is correctly stored and is not accessible by third parties who are not permitted to access such information in accordance with any data protection legislation. You shall immediately notify us if you become aware of any breach of this clause.

## 17. General

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions. If any part of these Terms and Conditions is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these Terms and Conditions, this will not be taken to mean that they have been waived.

## 18. Contact

If you have any queries concerning any part of these Terms and Conditions please contact us by email, using the address indicated in the Website to which your query relates.

## 19. Cookies

This section contains an overview of privacy on these Websites for more detail you must review and read these Terms and Conditions in conjunction with our Privacy Policy.

We use Cookies on our websites and microsites, primarily to help you navigate around the Websites. These are so-called session cookies and are temporary. We use permanent cookies in conjunction with Bankhall Online and PMS Online to help speed up the process of obtaining quotes and route you directly to content that have been highlighted to you via email. A cookie is a small file that can be placed on your computer's hard disc for record keeping purposes. They can be used to recognise you when you next visit one of our Websites. Cookies may be used to compile anonymous statistics related to use of services and patterns of internet browsing. We compile anonymous statistics through the cookies we use, but no personally identifiable information is gathered as part of this process.

If you wish to disable cookies, you can do so using your web browser's privacy settings. If you need assistance, please refer to your web browser's help menu.

## 20. Forum Terms

These Terms are specific to your use of discussion boards and any forum.

You must have the legal right to any posts on discussion boards and you warrant to us that you own or are validly licensed to post such materials. When you post content (such as a discussion board post) in our areas, you expressly grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, edit, alter, adapt, translate, copy, publish, continue to publish or republish the submission (and/or an edited, adapted or translated version of it or part of it) ("the Work") and/or to sell or otherwise communicate or distribute the Work, as part of an edited compilation or in any other way howsoever. The licence is capable of sub-licence, unlimited in the use to which we may put the Work and exists whether or not you remain a registered user.

As the licence is irrevocable, we do not have to remove your posts even if you would like us to and even if you are no longer a registered user.

You have the right to have your posts credited to you, under your user name, as the author in any use of your material. By submitting your post you warrant that you have the right to grant us the non-exclusive copyright licence described above.

We respect the intellectual property rights of others, and we ask our users of discussion boards to do so as well. When using boards you must not post or transmit any content that is defamatory in nature. However, because many messages are posted in our forum and there are thousands of possible sources, we often are not aware of what a post says, let alone if it infringes a copyright or is defamatory.

If you believe that your work has been copied or someone had posted defamatory remarks, please email the administrator of the discussion boards and threads on [www.sesamethreads.co.uk](http://www.sesamethreads.co.uk) so the situation can be addressed.

## 21. Bankhall Online and PMS Online

This part of the Terms and Conditions also apply if you are accessing Bankhall Online via [www.bankhall.co.uk](http://www.bankhall.co.uk) or PMS Online via [www.premiermortgageserviceonline.com](http://www.premiermortgageserviceonline.com) (the "Portal").

### 21.1 Your Responsibilities

Any person employed or engaged by you and has submitted the relevant form to access the Portal (an "Authorised User"), shall:

- notify us in writing immediately of any changes or additions to their name or address(es) and/or any other details that from time to time we might reasonably request of them including if they leave the employment or are no longer engaged by you;
- ensure that only they access and use the Portal through the use of their user name and password;
- use digital certificates and/or encryption keys to access part of the Portal if so requested by us;

- not modify, alter, assemble, disassemble, reverse compile or decompile any part or whole of the Portal (save to the extent permitted by law) or request any third party to do the same;
- access the Portal and install any related software supplied to them by or on behalf of us in strict accordance with our instructions and using the correct user information and access codes as supplied by us;
- keep information which we provide or make available to you via the Portal (including each user name and password) confidential, and in any event, subject to the provisions of clause 15;
- ensure that you comply with any minimum specification or requirements which we notify to you in relation to your use of the Portal (and as at the date of these Terms and Conditions, your system must use Microsoft® Internet Explorer Version 5.0 as a minimum);
- shall not maliciously delete, copy, edit or amend information which may be accessed via the Portal and which is your property nor seek to transfer, dispose of or deal in such data without your consent; and
- ensure that they comply with any of your procedures, policies, guidelines and/or instructions relating to the creation and retention of back-up copies of all data and information which they submit to us through the Portal.

You shall:

- procure that each Authorised User shall comply with any provisions of the above clause at all times;
- notify us of any change to your business including your registered office address, any change to your regulatory status and/or provide us with any other information which We may reasonably request at any time; and
- back-up all data and information which you or your Authorised Users submit through the Portal and you shall be solely responsible for ensuring that you have back-up copies of all such data and information which is submitted to or via the Portal (and we recommend that such data and information is stored on a separate server or on computer equipment other than that which you use to permit access to the Portal).

## 21.2 Portal Support

We shall use reasonable endeavours to provide you with helpdesk support in connection with the Portal ("Portal Support"). Portal Support does not include:

- visits to your premises;
- information, advice and/or assistance in respect of your operating system, third party software, hardware, information technology systems, the internet generally, retrieval of lost or damaged data, usage of the internet generally and/or any other matters which we determine are not applicable to Portal Support at any time acting in our absolute discretion; or
- information, advice and/or assistance in relation to any issues arising from your failure to comply with these Terms and Conditions or any other instructions, guidance or advice which we give to you in respect of the Portal (including any third party software which we make available to you).

We shall be entitled not to provide Portal Support where we determine, acting in our absolute discretion, that you have referred excessive, vexatious and/or trivial requests to our Portal Support service. You shall procure that your Authorised Users do not refer requests of this nature to our Portal Support service.

We shall be entitled to charge a fee to you in respect of any support which we provide to you and/or your Authorised Users which we consider to be outside the normal Portal Support which we provide to other users of the Portal.

We shall have the right exercisable in our absolute discretion to vary the Portal Support which we offer or to cancel or suspend the Portal Support at any time.

### 21.3 Data Protection

You and your Authorised Users shall comply with any obligations under the Data Protection Act 1998 (the "DPA") and any applicable regulations in respect of any Personal Data and Sensitive Personal Data (as defined under the DPA) (the "Data") which you or your Authorised Users submit to us.

Your Authorised Users acknowledge that you may appoint an administrator who has the ability to view their use of the Portal and they hereby consent to us permitting you to do so.

You will upon reasonable request permit us or one of our nominees to access your records so as to verify the transmission or content of the information provided by your use of the Portal.

You and your Authorised Users expressly authorise us and we shall be entitled to pass details about you and your Authorised Users (including their Data) to other companies as part of a database of independent financial advisers compiled by us and made available to such third parties which we currently call 'Data Packs'.