



## **AMBER HOMELOANS SELF SERVE ADMINISTRATION SERVICES - TERMS AND CONDITIONS OF USE**

### **Please read carefully**

#### **If you do not accept these terms, please do not register for our Self Serve Administration Services.**

Welcome to our self serve website. Whilst terms and conditions seldom make the most interesting reading, we are sure that you understand how important they are to both you and to us and we have tried to make ours easy to understand and relatively free of legal jargon. If you decide to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use. If you disagree with any of the points listed below you are, of course, at liberty to stop using this website immediately.

'Amber Homeloans Ltd', 'Amber Homeloans Limited', 'us' or 'we' refers to Amber Homeloans Limited whose registered office is The Bailey, Skipton, North Yorkshire, BD23 1DN. Our company is registered in England & Wales No: 2819645. The term 'you' refers to the user or viewer of the self serve website.

We use cookies (Please see our Privacy Policy for more details) some of these cookies are necessary for the operation of the On – Line Services. Others are used for the purpose of tracking and analysis. By continuing with your registration you are consenting to the use of cookies by Amber Homeloans Ltd in relation to your use of the On–Line Services.

**1. Amber Homeloans Ltd Self Serve Administration Services** are available to all Amber Homeloans Ltd mortgage customers.

**2. Amber Homeloans Ltd Self Serve Administration Services** are **not** currently available for: holders of a Power of Attorney, Trustees, or Deputies appointed under the Mental Capacity Act 2005, Personal Representatives or any other third party acting on a customers behalf; if we are unable to confirm your identity and/or current address.

**3. Amber Homeloans Ltd** cannot prevent access to the **Amber Homeloans Ltd Self Serve Administration Services** if access has been authenticated.

**4.** Whenever you access **Amber Homeloans Ltd Self Serve Administration Services** you will be taken through the security process to confirm your identity. You will normally be required, on subsequent log-ons, to input your:

- (i) Internet ID
- (ii) Surname
- (iii) Memorable word
- (iv) Two digits from your PIN

**5.** You must take all reasonable steps to ensure that your security details are kept secret and are not disclosed to anyone else, to prevent anyone else accessing your information. For example you should:

- (i) never write your security details down in any way that could allow someone else to access your account;
- (ii) destroy any advice from us concerning your security details promptly after receipt;
- (iii) never record your security details in any software which retains it automatically on your computer (for example any “save password” feature or function on your web-browser or toolbar);



- (iv) not reveal your full security details to us (if we have to we will only ever ask you for part of your security details);
- (v) not allow anyone else to use any of the computer or electronic equipment you use to access your account without taking suitable precautions;
- (vi) ensure you have fully logged off from the **Amber Homeloans Ltd Self Serve Administration Services** when you have finished
- (vii) familiarise yourself with the Privacy Policy and Important Information pages, as these contain useful information which can help keep your information secure.

6. You should tell us as soon as possible if you believe that your security details have been disclosed or you believe someone may try or has tried to use your security details to access your information.

7. For your own protection you should not remain logged in to the **Amber Homeloans Ltd Self Serve Administration Services** whilst your computer is unattended. We are not responsible if anyone else gains access to your information in these circumstances.

8. You should regularly check your registration details online and let us know as soon as you can if you think they have been changed without your knowledge.

9. We may suspend access to **Amber Homeloans Ltd Self Serve Administration Services** if we know of or suspect a breach of security or lack of authority. We reserve the right at any time to ask you to change your security details for administrative or security reasons.

10. We reserve the right at any time to withdraw any or all of **Amber Homeloans Ltd Self Serve Administration Services** entirely where, in our reasonable opinion, it is not commercially viable to continue with some or all of them either for a temporary period or permanently. Where possible we will give you reasonable prior notice.

11. You can usually use the **Amber Homeloans Ltd Self Serve Administration Services** at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time. Access to the **Amber Homeloans Ltd Self Serve Administration Services** may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond **Amber Homeloans Ltd**' control. While **Amber Homeloans Ltd** endeavours to ensure that the online services and helpdesk are available between the times stated, Amber Homeloans Ltd shall not be liable for any reason if either or both of these are unavailable at any time or for any period, although we will do what we reasonably and proportionately can to assist you by other means if the Services are unavailable for more than 48 hours. Additional security details may be required if this is over the telephone.

12. We may suspend access to the **Amber Homeloans Ltd Self Serve Administration Services** at any time if:

- (i) the wrong Security Details have been used or we otherwise reasonably believe that access to the information is not authorised by you;
- (ii) we reasonably think there is a dispute relating to an account; in particular where this means sole instructions cannot be accepted on a joint account;
- (iii) we believe the **Amber Homeloans Ltd Self Serve Administration Services** will or are likely to be used in an illegal or harmful way; or
- (iv) we believe the use of the **Amber Homeloans Ltd Self Serve Administration Services** by you is or is likely to harm the interests of the Society or any company in the Skipton Building Society Group. The suspension will remain in place until such a time as we think is reasonable or until we are satisfied that any dispute relating to your account has been resolved.



**13. If you use the Amber Homeloans Ltd Self Serve Administration Services, your computer and internet settings must meet any reasonable requirements we may set.** Please note that any files downloaded are at your own risk. If you are unsure about the suitability of files to be downloaded from this website or suggested to be downloaded for the use of the **Amber Homeloans Ltd Self Serve Administration Services**, please obtain specialist advice before downloading. It is also your responsibility to carry out your own regular virus checks and ensure that no viruses enter your computer system.

**14.** All of the contents that may be available on this self serve website including but not limited to layout, text, graphics, links, marks, logos and trade marks are the intellectual property of Amber Homeloans Ltd or its licensors and may not be used, copied, downloaded, distributed or published in any way without the Amber Homeloans Ltd's prior written consent except where otherwise specifically indicated.

This self serve website contains forms owned by Amber Homeloans Ltd. Reproduction of these forms is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

#### **15. No Warranties**

(a) The following clauses exclude or limit our legal liability for the self serve website. They are very important, so you should read them carefully. They all apply only so far as the law allows.

(b) We will fulfil all our duties and liabilities under the Financial Services and Markets Act 2000 Act, conduct our business according to its rules and regulations, and meet the rules of any self-regulating organisation to which we belong.

(c) We do not limit our liability for death or personal injury caused by our negligence and if you deal with us as a consumer any statutory rights you have are unaffected.

(d) We have tried as hard as we possibly can to make sure that all the information on the self serve website is accurate, complete, correct and current. However, we cannot be held responsible for any errors. You use the self serve website at your own risk. We are not liable for any loss or damage which you may incur as a result of you using the self serve website.

(e) We do not promise that the self serve website will always be available or will meet your requirements. We cannot guarantee that access will be uninterrupted or that there will be no failures, errors or omissions.

(f) We cannot promise that transmitted information will not be lost, that no viruses will be sent to you, or that your computer system will not be damaged. It is your responsibility to protect and back-up any data and equipment and to take reasonable precautions to scan for viruses.

(g) We do not provide any guarantees about the accuracy, functionality or performance of any third party software used in connection with the Site.

#### **16. Third party sites and endorsements**

You'll find a number of hypertext links to other locations on the Internet from our Site. These are for information purposes only. We are not responsible for the content of any other websites or pages linked to our self serve website and have not verified the information on them. You follow links to other websites or pages at your own risk and we are not responsible for any damages which may arise from the link. None of the information on our self serve website implies that we endorse or approve any third parties or the service they provide, although we always attempt to select reputable sites and sources of information.]

#### **17. Data protection**

If you apply for products or services on our self serve website, we will obtain personal information about you. This could be used in a number of ways:

- to make lending decisions
- to provide you with the best possible levels of service
- for fraud prevention
- for audit and debt collection



- to evaluate the effectiveness of our marketing of the Site
- for statistical analysis.

The particular uses of information will differ depending on the service applied for and you will be provided with more detail when you apply. We will not disclose any information to any company outside Amber Homeloans Ltd except to help prevent fraud, if asked to do so by law or a regulator, or under a strict code of secrecy to sub-contractors or persons acting as our agents.

#### **18. Language and choice of law**

These terms are governed by the laws of England and Wales (if you are resident in Scotland or Northern Ireland the laws of that jurisdiction will apply). All communications and contracts will be conducted in the English language. You and we agree that the only courts to have jurisdiction over any dispute relating to the **Amber Homeloans Ltd Self Serve Administration Services** will be the courts of England and Wales (unless you are resident in Scotland or Northern Ireland in which case the courts to have jurisdiction over any dispute will be the courts of Scotland and Northern Ireland respectively

#### **19. General**

(a) Your use of the **Amber Homeloans Ltd Self Serve Administration Services** is also subject to our Privacy Policy which is available on the Amber Homeloans self service website.

(b) We may change these terms and conditions, at any point, without giving you prior notice so please read them on a regular basis.

(c) This contract is in English. All information we provide you and all communications between you and us shall be in English.