

TERMS OF WEBSITE USE

1 PART A - APPLICABLE TO ALL PAGES OF OUR SITE

By using our site you accept these terms

These terms of use, together with the relevant webpage specific terms in Part B below (together the **Terms of Use**), set out the terms on which you may use our sites. Use of our sites includes accessing, browsing or registering to use our sites.

Please read these Terms of Use carefully before you start to use any of our sites, as they will apply to your use of our sites.

By using our site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our sites.

Who we are and how to contact us

Our sites are operated by Legal Marketing Services Limited.

To contact us, including to raise any issues or complaints in relation to our sites and services, please email CSTMailbox@lms.com or telephone us on 0843 221 0600.

Definitions

In these Terms of Use, references to:

“**us**”, “**we**” and “**our**” shall mean Legal Marketing Services Limited as set out above;

“**you**” and “**your**” shall mean to any person who accesses the site;

“**Lender Client**” shall mean a Bank or Building Society for whom we provided paid management services;

“**Page Specific Terms**” shall mean additional terms of use applicable to a specific webpage and Services of our site, as set out in Part B below;

“**Panel Firm(s)**” shall mean our approved panel of solicitors and conveyancers;

“**site**” shall mean all and / or any of our webpages; and

“**service**” shall mean the relevant service provided by any of the relevant sites.

Other terms that may apply to you

Our [Privacy Notice](#) (which sets out the terms on which we process your personal data and which sets out information about the cookies on our site) will also apply to your use of our site.

Changes to these Terms of Use

We may revise these Terms of Use at any time by amending this page. Please check this page from time to time for any changes we have made, as they are binding on you. These terms were most recently updated on 03/08/20. We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

Accessing our site

All areas of our site are made available free of charge.

We do not guarantee that our site, or any content on them, will always be available or be uninterrupted. Access to our sites are permitted on a temporary basis. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal by including a notice on the applicable site. We will not be liable to you if for any reason our site is unavailable or interrupted at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and personal to you. You must not disclose it to any third party nor use any third party's identification and security information to access our site.

We have the right to disable any user identification code or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at helpdesk@lms.com.

Your use of our site

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law, regulation or code of practice;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- in any way that infringes the rights of any third party (including intellectual property rights and rights to privacy); and/or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation to any person.

You also agree not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these Terms of Use.

Breach of any of these conditions of use of our site constitutes a material breach of these Terms of Use.

Viruses, hacking and other offences

We do not guarantee that our site will be secure or free from bugs or viruses, however, we make all reasonable effort to ensure our site will be secure.

Although we use reasonable efforts to ensure that our site is free from viruses and other malicious or harmful content, you are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. It is recommended that you should virus check all materials downloaded from our site and regularly check for the presence of errors, viruses, bugs, other malicious code, and harmful components.

You agree:

- not to use our site to knowingly transmit any data, send or upload any material that contains any viruses, Trojan horses, worms, logic or time bombs, keystroke loggers, spyware, adware or any other technologically harmful programs, data or code;
- not to attempt to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any database connected to our site;
 - any equipment or network on which our site is stored or which is connected to our site; and/or
 - any software used in the provision of our site; and
- not to attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 (and may commit additional offences under local laws in other applicable jurisdictions). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Intellectual Property and how you may use material on our sites

The trade marks, copyright, database rights and other intellectual property rights in the site, and the information, content, material or data that we display on the site belongs to us or our licensees and all such rights are reserved.

Unless we explicitly state otherwise in writing, you may use, view, download, copy or print textual or graphic content of our site provided that it is solely used by you for the purpose of submitting a case to, requesting a quote from us or accessing our Panel Firms in accordance with the instructions provided throughout our site and provided that you do not change or delete any copyright, trademark or other proprietary notices on such content.

Under no circumstances may you use any content in a manner that may give a false or misleading impression of us or imply some form of commercial agency partnership or other arrangement.

Save for in accordance with these Terms of Use, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

Unless otherwise specified in the Page Specific Terms, the content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites.

Although we make reasonable efforts to update the information on our sites, unless otherwise specified, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up to date.

We will provide the service with reasonable skill and care and endeavour to ensure that the databases and data we use in delivering the service is complete and accurate, however we cannot guarantee that your access to or use of the site or service will be uninterrupted or error free.

Limitation of our liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability may apply to liability arising as a result of the supply of our services to you, which will be set out in the relevant terms and conditions applicable to you and listed below in Part B – Page Specific Terms. **You must carefully read all Page Specific Terms before you use any of the services provided.**

The security of communications sent over the Internet (including by e-mail) is subject to many factors outside of our control. Unless you have separately contracted with us for the provision of our secure messaging and portal service between Lender Clients and Panel Firms, whether under a Panel Management Agreement or service specific terms, we do not guarantee the security or confidentiality of any electronic communications and shall not be responsible to you for any loss or damage that you may suffer as a result of the transmission of any such communications. We shall have no liability for your inability to connect to or to access our site which may result from any faults, errors or problems relating to your PC hardware, software, network or security, or your Internet service provider or any other similar problem.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites or their content. We will not be liable for any loss or damage that may arise from your use of them.

Our sites are only for users in the United Kingdom

Please refer to the details set out in Part B – Page Specific Terms for details of intended users to each section of our site.

Our site is directed solely to people who currently have or are applying for a mortgage with a UK financial institution which is regulated by the Financial Conduct Authority. Whilst we appreciate this means people outside of the UK may try and access our site, we do not represent that content available on or through our site is appropriate for use or available in other locations. We make no claims or representations that any or all of the contents of our site may be lawfully viewed or downloaded outside the United Kingdom. Access to such materials may not be legal by certain persons or in certain countries. If you choose to access our site from outside the United Kingdom, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Our rights

If we determine, in our discretion, that there has been a breach of these Terms of Use, we may take such action as we deem appropriate. Failure to comply with these Terms of Use may result in all or any of the following actions:

- issue of a warning to you;
- immediate, temporary or permanent withdrawal of your right to use our site;
- legal proceedings against you for damages, losses and/or reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from your breach of the Terms of Use; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of the Terms of Use. The actions described in these Terms of Use are not limited and we may take any other action we reasonably deem appropriate.

Linking to our site and third party cookies

Any linking to our site is prohibited without our prior written consent.

You must not:

- establish a link in a way that is not fair or legal;
- establish a link in such a way as to damage our reputation or take advantage of it;
- establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- establish a link to our site in any website that is not owned by you;
- establish a link to our site in any website that includes unlawful or fraudulent content, or has any unlawful or fraudulent purpose or effect; or
- frame our site on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than permitted in these Terms of Use, please contact helpdesk@lms.com.

Please note: You are prohibited from placing, or attempting to place, any cookies, tracking pixel, plug-ins, local shared objects, HTML5 LAN Storage, or other similar technologies on any of our sites, or when linking to our sites, without our prior written consent. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting).

Personal Information

Whenever you make use of service on our site and input content and/or **Personal Data** (as defined by the Data Protection Act 2018 (**Act**)) you are confirming that you are either (a) the **Data Subject** (as defined by the Act), or, (b) have all necessary legal bases, consents and permissions to input such content and Personal Data. In addition, you must comply with these Terms of Use. You warrant that any such input or contribution does comply with the

requirements set out in this paragraph and you will be liable to us and indemnify us in full for any breach of this requirement. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

By using this site you are granting us permission to use any content and Personal Data provided for the purpose of the applicable service. Any content and/or Personal Data you input to this site will be retained by us for a period of 6 years, so that we are able to assist and manage any complaints or claims which may arise in relation to the service and related mortgage application. After this period the Personal Data will be automatically deleted or kept on an anonymous, statistical basis.

Any Personal Data obtained through use of cookies, tracking pixels, local shared object, HTML5, LAN storage or other similar technologies shall be retained in accordance with our [Privacy Notice](#).

Please note that we take data protection very seriously and have put in place appropriate security and technical measures to keep your Personal Data secure. We rely on your consent to process Personal Data for this service and this consent may be withdrawn at any time. For more information please refer to our Privacy Notice. If submitting Personal Data belonging to a third party you should first ask them to read these Terms of Use and our [Privacy Notice](#).

Content Standards

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the content standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions); and
- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- bully, insult, intimidate or humiliate;
- promote sexually explicit material;
- include child sexual abuse material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;

- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from us, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- contain any advertising or promote any services or web links to other sites.

Failure to comply with the content standards constitutes a material breach of the Terms of Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any Contribution uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these content standards. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Applicable law

These Terms of Use (together with any policies referred to in them) 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) shall be governed by and construed in accordance with the laws of England and Wales.

You and we both agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising from, or related to, use of our site (including non-contractual disputes or claims).

2 Part B – PAGE SPECIFIC TERMS

2.1 Case Tracking Site

The following terms in this paragraph 2.1 shall apply to your use of the following webpage: <https://www.lms.com/trackmycase> (**Case Tracking Page**), in addition to the terms and conditions set out in Part A.

For the purposes of this paragraph 2.1 the Case Tracking Page shall be referred to as the **site**.

Intended Use

This site is intended for use by individuals (End Users) who are currently in the process of applying for a mortgage with a Bank, Building Society, or Mortgage Intermediary for which we provide panel management services (**Permitted User**) and any other user shall be known as an **Unauthorised User**. By using this site you are confirming that you are a Permitted User.

You are responsible for the accuracy and completeness of all information and/or personal data which you enter on the site which includes completing the on-line re-mortgage questionnaire.

Access to the site and login details

You will have been provided with a password or registration code to access the site.

You are responsible for the security and confidentiality of any usernames, passwords, registration code or other information needed to access or use the site or any of the services. You must not allow others to access the site or any services via your username or registration code.

You are only permitted to make ten attempts to log on to the service, should you exceed these attempts your account may be suspended and you may be unable to use the site. Should this happen you would need to contact us directly at helpdesk@lms.com in order to request further access to the service.

Should you lose or misplace your access details you must promptly notify us at helpdesk@lms.com.

Material you upload/provide in real time

Whenever you make use of a feature that allows you to upload documents and content to our site, you must comply with our Content Standards set out in Part A of these Terms of Use.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their confidential information, intellectual property rights, or of their right to privacy.

You are solely responsible for securing and backing up your content.

Limitation of Liability

If you are an Unauthorised User:

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

Please note that we only provide our site for domestic and private use. You agree not to use the site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If you are a Permitted User:

We only provide the site for domestic and private use. You agree not to use the site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We operate this site as part of the services provided to our Lender Clients pursuant to a contract with them and we are reliant on information, reports, documents and updates from our Lender Clients in this regard. Therefore this site is provided on an information only basis and we exclude all liability for losses arising out of your reliance on any information or documents accessed via this site.

Subject to the following paragraph, our total liability to you (being a Permitted User) in respect of all losses arising from negligent performance of the services we provide in the site, is subject to a cap of five thousand pounds (£5,000.00) per event giving rise to a claim for loss and/or damage.

We exclude all liability for losses arising out of your reliance on the site when there have been errors or inaccuracies in the information provided by you on the site.

2.2 Panel Firm Portal

The following terms in this paragraph 2.2 shall apply to your use of the following site: <https://www.lmsuk.com/ConveyancerZone> (**Panel Firm Portal**), in addition to the terms and conditions set out in Part A.

For the purposes of this paragraph 2.2 the Panel Firm Portal shall be referred to as the **site**.

Intended Use

The site is intended for use by legal firms and conveyancers who are members of the Panel Firms (**Permitted User**) and any other user shall be known as an **Unauthorised User**. By using this site you are confirming that you are a Permitted User.

Access to the site and login details

You will have been provided with a username and password to access the Account Checker, Case Management-, [Secure Link](#) or Admin sections of the site.

You are responsible for the security and confidentiality of any usernames, passwords, personalised link or other information needed to access or use the site or any of our services. You must not allow others to access the site or any services via your username or password.

You are only permitted to make ten attempts to log on to the service, should you exceed these attempts your account may be suspended and you may be unable to use the site. Should this happen you would need to contact us directly at helpdesk@lms.com in order to request further access to the service.

Should you lose or misplace your access details you must promptly notify us at helpdesk@lms.com.

Automated Interface

Through your use of the Panel Firm Portal you may be permitted (subject to the LMS Panel Terms of Business or Panel Membership Agreement (as applicable) and any Client Lender Instructions) to submit Certificate of Title and other official documentation through the use of an application programming interface or any other secure method of automated data transfer, between your information technology systems, platforms and software and those of a Lender Client, and which would be via LMS and Conveyancer Zone. In order to make use of an Automated Interface, you will be required to agree and comply with any API Terms of Use and provide an undertaking in support of any Certificate of Title or document submitted (known as a Submission Undertaking). Full details of these are provided in the Panel Firm Portal.

Downloading items

You may download items contained within the Client Documents and Case Management section of the site ("**Client Documents**"), subject to these Terms of Use.

Subject to any changes we make to Client Documents, we make no representations, warranties or guarantees, whether express or implied, that the Client Documents are accurate, complete or up to date. This is the responsibility of the Lender Client who remains liable for inaccurate or false Client Documents, pursuant to the Panel Membership Terms and Panel Agreement (as applicable to you).

If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You should use your own virus protection software. It is recommended that you should virus check all materials downloaded from our site and regularly check for the presence of errors, viruses, bugs, other malicious code, and harmful components.

Secure Link

Secure Link is a messaging facility in Conveyancer Zone for Panel Link law firms to communicate with LMS securely, as well as Lender Clients. Within Secure Link we operate a chatbot powered by algorithm and artificial intelligence, to help answer any queries you have as efficiently as possible. Please note, this service may not be available for all Lender Clients.

If we are unable to answer your queries directly, you may then be referred to the Lender Client for further information and assistance.

There are two categories of queries:

1: Transactional queries relating to Lender Client, case and Mortgage Handbook queries, for which our Lender Clients provide related answers and information for your queries (**Transactional Queries**); or

2: Panel management queries relating to case management and operations, for which LMS provides the related answers and information for your queries (**Panel Management Queries**).

Your use of Secure Link: Please note that you are required to ensure all questions are accurate and clear, so they may be appropriately considered and directed by LMS. Whilst LMS takes all reasonable efforts to ensure the answer provided is accurate and relates to the query raised, you are still required to assess any answer provided and determine whether the answer may reasonably be considered an appropriate answer and relied upon by a skilled and experienced conveyancing professional.

Disclaimer: Please note that we do not confirm the accuracy nor accept liability for the information and answers provided in Transactional Queries, or which may otherwise have been provided to you by a Lender Client via Secure Link; save for when any inaccuracy has been directly and solely caused by LMS' operation of Secure Link.

Our liability to you for provision of Secure Link is set out below (Limitation of Liability).

Material you upload/provide in real time

Whenever you make use of a feature that allows you to upload documents and content to our site, you must comply with our Content Standards set out in Part A of these Terms of Use.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Subject to "Licences" below, you retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their confidential information, intellectual property rights, or of their right to privacy.

You are solely responsible for securing and backing up your content.

Licences

Any Client Documents completed by you or other documents provided as part of the transaction process, are provided by you on invitation from the Lender Client, and the Lender Client shall be free to use such documents as they determine. You are prohibited from using any customer specific information, transaction or Client Documents for any other purposes than permitted by the Panel Terms of Business or Panel Membership Agreement. When you upload or post other content to our site, you are granting us and any other user of the site a licence to use any content and personal data provided for the purpose of the service. Any content and/or personal data you input to this site will be retained by us for a period of 6 years, so that we are able to assist and manage any complaints or claims which may arise in relation to the service and related mortgage application. After this period the personal data will be automatically deleted or kept on an anonymous, statistical basis.

Limitation of Liability

If you are an Unauthorised User you agree not to use this site and we have no liability to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.

If you are a Permitted User, our total liability to you and your total liability to us, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this site forms part of our obligations and shall be limited in accordance with the Panel Membership Agreement and Panel Terms of Business as applicable to you.

We exclude all liability for losses arising out of your reliance on the site when there have been errors or inaccuracies in the information provided by you on the site.

2.3 **Broker conveyancing quotation and instruction page (also available to estate agents)**

Please note indemnity and liability provisions below- you should only use this site and service if you accept these provisions.

The following terms in this paragraph 2.3 shall apply to your use of the following site: <https://www.lmsselect.com> (**Conveyancing Quotation and Instruction Page**), in addition to the terms and conditions set out in Part A.

For the purposes of this paragraph 2.3 the Conveyancing Quotation and Instruction Page shall be referred to as the **site**.

Intended Use

The site is intended for use by brokers, estate agents or intermediaries (**Permitted User**) and any other user shall be known as an **Unauthorised User**. By using this site you are confirming that you are a Permitted User.

Access to the site and login details

Once you have registered your information on the site, subject to these Terms of Use we will register you as a new user by the end of the next working day and be provided with log on details when you instruct a new case.

You are responsible for the security and confidentiality of any usernames, passwords, personalised link or other information needed to access or use the site or any of the our services. You must not allow others to access the site or any services via your username or personalised link.

You are only permitted to make ten attempts to log on to the service, should you exceed these attempts your account may be suspended and you may be unable to use the site. Should this happen you would need to contact us directly at helpdesk@lms.com in order to request further access to the service.

Should you lose or misplace your access details you must promptly notify us at helpdesk@lms.com.

We have the right to disable any user access, identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you know or suspect that anyone other than you have accessed the service, knows your user identification code or password, you must promptly notify us at helpdesk@lms.com.

Downloading items

You may download the Self Billing Agreement and Support Guide, subject to these Terms of Use.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You should use your own virus protection software. It is recommended that you should virus check all materials downloaded from our site and regularly check for the presence of errors, viruses, bugs, other malicious code, and harmful components.

Customer Referrals

This site is made available to Permitted Users so you may obtain quotes for conveyancing services from one of our Panel Firms on behalf of one of your customers. Any quote provided by a Panel Firm via this site is binding for a period of 14 days from the date of creation. If a quote is accepted by a Permitted User's customer than this should be notified to the Panel Firms within this time limit, using this site. The Panel Firm will then communicate directly with the customer to confirm the instruction and establish the terms on which any conveyancing services will be provided. We/the Panel Firm will also communicate with the customer by letter and confirm the service LMS has provided through this site and any applicable referral fees - for you and LMS. The customer will then be requested to confirm any instruction directly with the Panel Firm, on the basis of this communication.

Subject to the preceding, we make no commitments and accept no liability as to the provision of conveyancing services to a customer, due to the provision of the LMS Select service available on this site.

LMS shall take reasonable steps to, but shall be under no obligation to, provide the Permitted User with a quote or other information the Permitted User requests on behalf of a customer via the site, nor shall LMS incur any liability for refusing or failing to do so.

Authority and Indemnity

The Permitted User is required to ensure they have the necessary permissions, authority and/or legal bases pursuant to which they may share both confidential and personal data relating to a customer, as required by the Data Protection Act 2018, the General Data Protection Regulations EU 2016/279 and any other applicable laws and regulations in the region the Permitted User provides their services.

Furthermore, the Permitted User acknowledges and agrees that LMS is reliant on the Permitted User to ensure they have the authority to provide the above information, to obtain a quote and/or confirm a quote on behalf of a Customer via this site, which includes the sharing of information and personal data with the Panel Firms, pursuant to which the Permitted User confirms and undertakes they have the authority to do the preceding on behalf of the customer.

LMS will process and retain any personal data provided by a Permitted User in accordance with its Privacy Notice at all times.

The Permitted User shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind LMS or the Panel Firms in any way, and shall not do any act which might reasonably create the impression that the Permitted User is so authorised.

Indemnity. The Permitted User shall indemnify LMS against all claims and proceedings and all liability, loss, costs and expenses incurred by LMS as a result of any claim made or brought by a customer, Lender Client or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the Permitted User of the obligations and warranty set out in this paragraph "Authority and Indemnity" and or the Data Protection Act 2018 and/or the General Data Protection Regulations EU 2016/279, provided that LMS gives to a Permitted User prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Marketing Fee

LMS is required to comply with the Code of Conduct published by the Solicitors Regulation Authority, or equivalent standards as required by the Council of Licensed Conveyancers, Law Societies of Scotland and Northern Ireland and the requirements of Trading Standards when making any referral. Please note, any Panel Firm whom LMS may refer your customer to is an independent professional from whom your customer will receive impartial and confidential advice. The advice and service of the Panel Firm will remain independent and subject to your and your customer's instructions. You and the customer are always free to choose another solicitor until instruction is confirmed directly with the Panel Firm at which point any withdrawal of instruction will be subject to that Panel Firm's terms of engagement.

LMS are required to inform you and your customer as part of the Code of Conduct issued by the Solicitors Regulation Authority and equivalent bodies, as above, that govern Panel Firms acting in the United Kingdom that in accordance with usual professional practice, the Panel Firm that you instruct on behalf of your customer will pay us a fee and your customer shall be made aware of this fee and our service in the instruction letter sent to them. This letter will also explain any commission paid to you as well.

Please note that no fee will be payable to us, nor commission to you, unless the customer's conveyance completes.

In the event the Panel Firms uses our automatic case updating system they will also pay us an administration fee. These costs are used to contribute towards the ongoing quality control, audit, training, support and general commercial development of the Panel Firms including information technology development.

Limitation of Liability

We exclude all liability for losses arising out of your reliance on the site when there have been errors or inaccuracies in the information provided by you on the site and when you do not have the authority to provide such information.

If you are a Permitted User, our total liability to you and your total liability to us, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this site shall be limited in accordance with the broker referral agreement between us.

If you are an Unauthorised User you agree not to use this site and we have no liability to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.

2.4 STARS

The following terms in this paragraph 2.5 shall apply to your use of the following site: <https://www.lmsuk.com/stars> (STARS), in addition to the terms and conditions set out in Part A.

For the purposes of this paragraph 2.5 the STARS shall be referred to as the **site**.

Intended Use

The site is intended for use by brokers, Panel Firms, lenders and our employees (**Permitted User**) and any other user shall be known as an **Unauthorised User**. By using this site you are confirming that you are a Permitted User.

Access to the site and login details

You will have been provided with a password or registration code to access the site.

You are responsible for the security and confidentiality of any usernames, passwords, personalised link or other information needed to access or use the site or any of our services. You must not allow others to access the site or any services via your username or password.

You are only permitted to make ten attempts to log on to the service, should you exceed these attempts your account may be suspended and you may be unable to use the site. Should this happen you would need to contact us directly at helpdesk@lms.com in order to request further access to the service.

Should you lose or misplace your access details you must promptly notify us at helpdesk@lms.com.

We have the right to disable any user access, identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you know or suspect that anyone other than you has accessed the service, knows your user identification code or password, you must promptly notify us at helpdesk@lms.com.

Downloading items

You may download items contained within this section of the site, subject to these Terms of Use.

If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You should use your own virus protection software. It is recommended that you should virus check all materials downloaded from our site and regularly check for the presence of errors, viruses, bugs, other malicious code, and harmful components.

Material you upload/provide in real time

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with our [Content Standards](#).

You warrant that any such contribution does comply with those [Content Standards](#), and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Subject to “Licences” below, you retain all of your ownership rights in your content, but you are required to grant us and other users of our site a licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their confidential information, intellectual property rights, or of their right to privacy.

You are solely responsible for securing and backing up your content.

Licences

Any documents completed by you provided as part of the transaction process, are provided by you on invitation from the Lender Client, and the Lender Client shall be free to use such documents as they determine. You are prohibited from using any customer specific information, transaction or Client Documents for any other purposes than permitted by the Panel Terms of Business or Panel Membership Agreement. When you upload or post other content to our site, you are granting us and any other user of the site a licence to use any content and personal data provided for the purpose of the service. Any content and/or personal data you input to this site will be retained by us for a period of 6 years, so that we are able to assist and manage any complaints or claims which may arise in relation to the service and related mortgage application. After this period the personal data will be automatically deleted or kept on an anonymous, statistical basis.

Limitation of Liability

If you are an Unauthorised User you agree not to use this site and we have no liability to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.

The provision of this site forms part of the wider service and obligations on us, and is subject to the liability provisions for any Permitted User, as set out in the applicable Panel Management Agreement, Panel Membership agreement or Panel Membership Terms as applicable to you.

We exclude all liability for losses arising out of your reliance on the site when there have been errors or inaccuracies in the information provided by you on the site.

2.5 **Bank Account Check page**

The following terms in this paragraph 2.5 shall apply to your use of the following site <https://www.lms.com/bankaccountcheck> (**Bank Account Check Page**) in addition to the terms and conditions set out in Part A.

For the purposes of this paragraph 2.6 the Bank Account Check Page shall be referred to as the **site**.

Intended Use

This site is intended for use by individuals who are currently in the process of applying for a mortgage with a Bank or Building Society for who we provide panel management services (**Permitted User**) and any other user shall be known as an **Unauthorised User**. By using this site you are confirming that you are a Permitted User.

You are responsible for the accuracy and completeness of all information and/or personal data which you enter on the site.

Access to the site and login details

When you request to use the service you will be sent a personalised link by email, which you will need to click on and follow in order to access the service. You will have 72 hours or a maximum of 3 attempts to use the service via this link, before it will automatically be cancelled. Once the link has been cancelled then you would need to contact us directly at helpdesk@lms.com in order to request further access to the service.

We have the right to disable any user at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you know or suspect that anyone other than you has accessed the service or knows your personalised link, you must promptly notify us at helpdesk@lms.com.

Restriction of Use

We reserve the right to restrict access to any part or all of this site.

In particular, we will restrict access to the service to only 3 attempts without further, direct approval from us.

Warranty

Provided that your use of the service is, at all times, in accordance with these terms then we warrant that the results and information provided by the service (i.e. the confirmation or negative result for bank account details) will be accurate and complete, and you shall be entitled to rely on the result for the purpose of transferring funds in relation to a mortgage application with a Bank or Building Society for which we provide panel management services. This service is not provided for any other individuals and if you are unsure about the scope of the service, please contact us helpdesk@lms.com before continuing.

Limitation of Liability

If you are an Unauthorised User:

We exclude all implied conditions, warranties, representations or other terms that may apply to the site or any content on it

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a Permitted User:

We only provide the site for domestic and private use. You agree not to use the site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Subject to the following paragraph, our total liability to you in respect of all losses arising from your use of the site in accordance with the requirements of these terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed two hundred and fifty thousand pounds Sterling (£250,000) in any 12 month period.

We exclude all liability for losses arising out of your reliance on the service when there have been errors or inaccuracies in the information provided by you into the service or you continuing to transfer funds when you have received a negative result from the service which identifies that the bank account details provided do not match our records. **IF THE RESULT IS NEGATIVE AND THE BANK ACCOUNT DETAILS DO NOT MATCH THEN DO NOT TRANSFER ANY FUNDS WITHOUT TAKING ADDITIONAL STEPS TO CONFIRM THE ACCOUNT DETAILS.**