

Please complete this form in CAPITALS and [sales@mortgagebrain.co.uk](mailto:sales@mortgagebrain.co.uk) and post to Mortgage Brain Ltd, FREEPOST CN1737, Croydon, CR9 2WZ

Name			
Company			
Address			
Phone			
Email			
Website address			
FCA Number		Network/Club	

Plug In

Static Best Buy Table (optional)

I accept the Terms & Conditions of the Web Brain agreement: Details below

**Need to drive customers to your website? We provide FREE advice for all Web Brain customers...Email us at [web@mortgagebrain.co.uk](mailto:web@mortgagebrain.co.uk) for further information.**

Name(s) of account holder(s)

Name and full address of bank/building society



Bank/Building Society account number

Reference number (Mortgage Brain use only)

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Branch sort code

Signature(s)

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_____	Date _____
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I understand that our subscription will be paid by Direct Debit on or around the 15<sup>th</sup> of each month.

This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Mortgage Brain Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Mortgage Brain Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Mortgage Brain Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when Mortgage Brain Ltd asks you to.
- You can cancel a Direct Debit at any time by contacting your bank or building society. Written confirmation may be required. Please also notify Mortgage Brain Ltd.

# Web Brain Plug-in and Static Best Buy Terms and Conditions

## 1. TERM

This Agreement shall commence on the Start Date and shall be for an initial term of 3 months and shall continue in force thereafter unless and until this Agreement is terminated in accordance with **clause 8**.

## 2. MORTGAGE BRAIN LTD'S RIGHTS AND OBLIGATIONS

2.1 Mortgage Brain Ltd will provide the Services with reasonable skill and care; and supply you with access to the Software as a service as set out in the Order Form.

2.2 Mortgage Brain Ltd may update (i) the Form(s); (ii) the Software; and/or (iii) the Services, in each case as Mortgage Brain Ltd considers necessary from time to time.

## 3. SOFTWARE AND SOFTWARE LICENCE

3.1 Mortgage Brain Ltd grants to you, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, revocable licence to use the Software as a service for the term of this Agreement and only in the manner set out in this Agreement and in writing in the Order Form.

3.2 the Software may only be used by you solely for (i) sourcing mortgages for End Users; and/or (ii) processing Content on behalf of End Users You shall not permit any third party to use the Software nor Services

## 4. YOUR OBLIGATIONS

4.1 You shall use the Software and/or Services for your own internal business purposes and for the purpose(s) set out in writing in the Order Form.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 All IPR in the logos and trademarks of Mortgage Brain Ltd (whether registered or unregistered), Software, the Form(s) produced by Mortgage Brain Ltd and any other products or services provided by or on behalf of Mortgage Brain Ltd shall be the property of Mortgage Brain Ltd

## 6. FEES AND PAYMENT

6.1 All Fees in this Agreement are exclusive of VAT. VAT will be payable in addition to the Fees at the rates for the time being prescribed by law.

Band	Initial set up	Monthly licence	Annual user
1	£150	£30	1,200
2	£150	£100	5,000
3	£150	£200	12,500
4	£150	£500	35,000

6.2 Ongoing Fees/Licence Fees shall commence on the 1st of the month following order confirmation

6.3 If any sum payable under this Agreement is not paid without prejudice to Mortgage Brain Ltd's other rights and remedies, such sum will accrue interest from the due date until payment has been made in full at the rate of 4% per annum over Bank of Scotland base rate from time to time both before and after judgment.

## 7. LIMITATION OF LIABILITY

7.1 Web Brain Plug-In and Static Best Buy Tables are based on defined Mortgage Brain Ltd procedures and no warranty is given regarding the accuracy of information contained therein or that the software is error free. Mortgage Brain Ltd accepts no liability for any incorrect or inappropriate advice given by You, or for any other inappropriate sales made by You following the receipt of a Lead Form. Mortgage Brain Ltd's total Liability in respect of any other loss or damage arising in any Year shall not in any circumstances exceed 100% of the Fees due and

payable or paid by You under this Agreement in the relevant Year

## 8. TERMINATION

8.1 Either party may terminate this Agreement for convenience upon giving thirty days' notice in writing to the other provided that such notice shall expire no earlier than the end of the initial term as set out in **clause 1**.

## 9. CONSEQUENCES OF TERMINATION

9.1 Notwithstanding the termination of this Agreement, You shall immediately pay any and all accrued but unpaid Fees due prior to or upon termination.

9.2 Upon termination of this Agreement the licence set out in **clause 3** shall automatically cease and You shall immediately cease using/accessing the Software and the Services;

9.3 When this Agreement terminates it is your responsibility to cancel your direct debit with your bank if applicable.

## 10. ACCEPTANCE

10.1 You will be deemed to have accepted the terms of this Agreement by returning the Order Form and Direct Debit Mandate

## 11. DEFINITIONS AND INTERPRETATION

**"Content"** means the data and information the End User inputs or is otherwise included on the Form(s), including personal data of End Users.

**an "End User"** means a customer, who accesses your website(s) / URL(s), listed on the Order Form

**"Form(s)"** means the Mortgage Search Enquiry Form and the Lead Enquiry Form,

**"Lead Enquiry Form"** means the enquiry form from which leads from End Users to mortgage brokers are generated

**"Lead Generation Software"** means software which works with the Lead Enquiry Form to generate a lead which is then notified to the nominated mortgage

**"Order Form"** means the document You sign confirming your order and agreement with these terms and conditions

**"Plug-In"** means that part of the Software which forms part of the Plug-In Service package and as further detailed in writing in the Order Form.

**"Service" or "Services"** means the Mortgage Brain Ltd hosted Plug-In Service as a service as well as provision of certain accompanying services if applicable and to the extent set out in writing in the Order Form

**"Software"** means the Web Brain Sourcing Software, the Source Database, the Plug-In, the Lead Generation Software as set out in writing in the Order Form, as such Software may be amended from time to time in accordance with this Agreement.

**"Source Database"** means the master database owned, hosted, managed and run by or on behalf of Mortgage Brain Ltd which has information on available mortgage products.

**Static Best Buy Table**

Means the part of the software that provides an static results table for the End User to view

## Configurations

- Lender panel – All Lenders or Corporate/network etc
- Show Lender Logo: Yes or No
- Enquiry Form Title: Customer Enquiry Form
- Mandatory fields for the enquiry form – Name, address, email address and contact number
- Additional Enquiry Form questions: You can add your own unique questions to the form, these can be set as mandatory or radio buttons.
- Email address for the lead notifications to come through to:
- Following the consumer submitting an enquiry they receive a message reply. This is free text and can be configurable. Please provide message i.e. Thank you for your enquiry a broker will be in contact with you etc
- The standard iFrame size is 800 pixels wide, which is configurable. Please advise on size required if known.
- Show Direct products: Yes or No
- Show Adverse products: Yes or No
- Show Buy to Let products: Yes or No
- Colours - we can use the same colours from your website, Please supply website address:
- As the leads are held within a secure website we need to set up a login and password for you to access them. We are asking for security questions, just in case you forget or lose them. Could you please provide us with your mother's maiden name.
- For GDPR regulations there is a consent radio button within the enquiry form that by default is mandatory. However, if you wish this to be an optional question for your clients, the default setting can be changed. The text is as follows 'I/We consent to the use of my/our personal data for the purposes of mortgage and/or insurance advice, application and management'. The text is configurable, when setting up your form, and can include hyperlinks.
- There are also four consent check boxes that are all optional, the text is configurable and can include hyperlinks. You can choose whether to include these or not in your enquiry form.
  1. I/We consent to contact via email for other communications in relation to my/our mortgage and/or insurance arrangements: Yes or No
  2. I/We consent to contact via telephone for other communications in relation to my/our mortgage and/or insurance arrangements: Yes or No
  3. I/We consent to contact via letter for other communications in relation to my/our mortgage and/or insurance arrangements: Yes or No
  4. I/We consent to contact via text for other communications in relation to my/our mortgage and/or insurance arrangements: Yes or No