

BROKER ID GENERAL USER TERMS AND CONDITIONS (AND PRIVACY POLICY)**Version Number: 1.1. Last updated 24 February 2021**

These terms and conditions apply to **all** users of the Broker ID product and services.

SERVICE PROVIDER

Broker ID services are provided by, and you are contracting with:

Broker ID, a trading name of DPR Consulting Limited which is a company registered in England and Wales under company number 03178610, having its registered address at Commodity Quay, St. Katharine Docks, London, E1W 1AZ,

When we speak of **"Broker ID"**, **"we"**, **"us"** and **"our"**, we mean DPR Consulting Limited and its affiliates.

WHAT WE PROVIDE

We provide a range of services that help mortgage intermediaries access the services they need to do their job and help service providers (e.g. mortgage lenders) to verify the intermediaries that they do business with. This includes, but is not limited to, single sign on technologies and data services.

We continually improve our range of services and as part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with an opportunity to export your content from your account, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues. Where possible, we will use reasonable efforts to provide you with advance notice of such changes, however you agree that prior notice may not always be provided to you.

We will provide any new or updated releases of the services as advised to you from time to time and will also provide support via an in-app contact form, where applicable.

If you will be using our services on behalf of an organisation or you sign up an account on behalf of an organisation, you agree to these terms on behalf of that organisation and you represent that you have the authority to do so. In such case, **"you"** and **"your"** will refer to that organisation.

LICENCE TO USE OUR SERVICES

We give you permission to use our services as long as you meet your responsibilities in these terms. The licence to use our services is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- personal, which means it doesn't extend to anyone else
- non-assignable, which means you're not allowed to assign the license to anyone else

Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Our services may include data and software from third parties to operate some of our services and/or your account. These third-party providers may require us to pass additional terms through to you. You agree to comply with all applicable third-party terms as amended from time to time by such third-party providers.

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that our services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

WHAT WE EXPECT OF YOU

You may not use any information/data from any websites, web applications, mobile applications or similar technologies provided by Broker ID (e.g., hosted on, or related to the brokerid.co.uk domain or subdomains) or any other website notified to you by us from time to time ("**Site**") other than explicitly as intended. Specifically, you may use the Site to:

- register an account with Broker ID
- keep your profile up to date (personal, firm associations, security)
- sign into Broker ID
- navigate to supported Broker ID services or service providers

In addition, you must:

- comply with applicable laws and intellectual property rights
- not abuse, harm, interfere with, or disrupt the services
- not sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material;
- not use our property or our third party providers' property to create any derivative works or competitive products;
- not use our branding, logos or content without our written permission;
- not attempt to extract data en masse from services, software or documentation using any enumeration of APIs, screen-scraping or any other similar technology or by any other means;
- attempt to utilise any automation technology against the Site, software, services or APIs;
- ensure that any network and systems used to access our services comply with the relevant specifications provided to you by Broker ID from time to time.

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

YOUR CONTENT

You retain all right, title and interest in and to the material, content, data and information (including personal information and the personal information of others) that you submit to Broker ID in the course of using our services ("**Content**").

You give us permission on a worldwide, non-exclusive, royalty-free, transferable, sublicensable licence, to use, store and process (in accordance with applicable law) your Content (including to reproduce, distribute, modify, display and perform it) for the purpose of operating, delivering, promoting, improving the services and for the provision of other services that you may subscribe to from time to time.

We may delete or disable your Content if required under applicable laws, and in such instances, we will use our reasonable efforts to provide notice to you.

You may provide or we may ask you to provide suggestions, comments, input or other feedback ("**Feedback**") regarding our services. If you provide us with any Feedback, then you give us permission on a royalty-free, non-exclusive, worldwide, sublicensable, and transferable license, to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback as we see fit. Any Feedback you choose to provide is given entirely voluntarily. You understand that you will not

receive any compensation for your Feedback, and that we may use any Feedback you provide to improve our services or to develop new features and services.

These permission lasts for as long as your Content is protected by intellectual property rights.

YOUR ACCOUNT

When you sign up for an account you agree to these terms of service and the Agreement between you and Broker ID is formed. These term of service (as amended from time to time) will continue for as long as you have an account with us or until we or you terminate your account, whichever happens first.

You must only create one account (your own) and you are responsible for keeping your account name and password confidential. You are also responsible for any activity occurring in your account (other than activity that Broker ID is directly responsible for that is not performed in accordance with your instructions), whether or not you authorised that activity.

You will immediately notify us of any unauthorised access or use of your account.

We are not responsible for any losses due to stolen or hacked passwords. We may not have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password.

We have the right to update any of your contact information in your account for billing purposes.

In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use our services, is and will remain complete and accurate. We may contact you, any authorised user, or login added to your account, based on the information provided in your account.

We will not share your account password with any third parties.

REMOVING YOUR CONTENT OR SUSPENDING OR TERMINATING YOUR ACCOUNT

If we reasonably believe that any of your content (1) breaches these terms, additional terms or policies, (2) violates applicable law, or (3) could harm our users or third parties, then we reserve the right to take down some or all of that content in accordance with applicable law.

We reserve the right to suspend or terminate your access to the services or delete your account with or without cause. Termination with cause would include:

- you materially or repeatedly breach these terms, additional terms or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or to us

If we terminate your account without cause, and you have paid for our services in advance, we will refund a prorated portion of your prepayment for any unused portion of your services. We will not refund you in any other situation, including if your account is suspended or terminated for cause.

You can close your account at any time. If you have entered into additional terms or agreements with us, these may need to be terminated in accordance with those terms. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it.

Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

YOUR PRIVACY

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Your privacy is important to us. Please read our privacy policy attached as an annex below for information regarding how we collect, use, and disclose your personal information and the privacy rights available to you when you use and interact with our services.

You acknowledge that our services are hosted by a third-party provider. You should refer to the privacy policy posted by such third party at www.aws.amazon.com/privacy, and the policies referred to therein, which shall apply to our services. We may remove or update the third-party provider at any time and any such successor provider's privacy policy shall apply to our services.

OUR CONTENT

We own all proprietary rights in our services, including, but not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property rights. You shall not use our Services for any purpose except those purposes expressly permitted by these terms. The provision of this clause shall survive the termination of these terms.

Nothing in these terms shall pass to you any rights of title or ownership in our services or our third-party licensors.

LIABILITY

To the maximum extent permitted by law, you acknowledge and agree that (i) you assume full responsibility for any loss arising from results obtained from your use of our Subscription services and for your conclusions drawn from such results, including any downloads from the Site; (ii) we shall not be liable for any special, incidental, indirect or consequential loss or damages, loss of profits, loss of anticipated savings, loss of business opportunity or loss of goodwill under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages; and (iii) in any calendar month, our total liability to you arising under or in connection with our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise will be no more than what you paid us for our services the preceding month.

For the avoidance of doubt, in no instance will we be liable for any losses or damages you suffer if you use our services in violation of these terms, regardless of whether we terminate or suspend your account due to such violation.

NO WARRANTIES

To the maximum extent permitted by law, we provide our service as-is. This means that, except as expressly stated in these terms, we do not provide warranties, conditions, or undertakings of any kind in relation to our services, either express or implied. This includes, but is not limited to, warranties of merchantability and fitness for a particular purpose, which are, to the fullest extent permitted by law, excluded from these terms. Since our users use our services for a variety of reasons, we cannot guarantee that it will meet your specific needs. You acknowledge and agree that our services have not been prepared to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions meet your requirements.

We do not warrant that your use of our services will be uninterrupted or error-free.

INDEMNITY

You agree to indemnify and hold us harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that are not allowed under these terms. You also agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from (i) your Content, (ii) your unauthorised or negligent use of our services, (iii) your violation of any laws or regulations, (iv) third-party claims that you or someone using your password did something that, if true, would violate any of these terms, (v) any misrepresentations made by you, or (vi) a breach of any representations or warranties you've made to us.

GENERAL

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We may change these terms by posting revised terms on our Site. Unless you terminate your account, the new terms will be effective immediately upon posting and apply to any continued or new use of our services. We may change our services or any features of our services at any time, and we may discontinue our services or any features of our services at any time. We also reserve the right to charge a fee for any of our features at any time. If you do not like any changes, you can stop using our Site at any time.

We are not liable for any damages or failure to perform our obligations under the terms because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in our services and continue for more than 30 days, we may terminate any affected products or services on reasonable advance notice to you.

Our failure to enforce at any time any provision of these terms does not constitute a waiver of that provision or of any other provision of these terms.

If any provision (or part of a provision) in these terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the original intention of the parties.

Nothing in these terms is intended to or shall operate to create a partnership between us, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Any dispute or claims shall be governed by and construed in accordance with the laws of England and Wales.

ANNEX – PRIVACY POLICY**Introduction**

Welcome to Broker ID's privacy policy.

Broker ID respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

Important information and who we are**About Broker ID**

Broker ID is a trading name of DPR Consulting Limited (registration number 03178610), whose registered office is at 6th Floor Commodity Quay, St Katharine Docks, London, United Kingdom, E1W 1AZ.

DPR Consulting Limited is registered with the Information Commissioner under reference number (ZA054153) and respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you use our website and tell you about your privacy rights and how the law protects you.

Broker ID provides high-quality, augmented, verified/corrected data on UK Mortgage Intermediaries Firms and Individuals. This includes identifying whether third parties are FCA regulated entities, providing simple mortgage-focussed summaries of authorisation, permissions, restrictions and limitations to identify whether third parties are FCA regulated entities, report concerns/anomalies in FCA data and receive audited corrections in all channels and fulfilling your statutory obligations arising from your relationship with FCA regulated third parties. You may manage the data you have entered in your Broker ID account and your marketing preferences within the Broker ID service.

Purpose of this privacy policy

This privacy policy aims to give you information on how Broker ID collects and processes your personal data through your use of this website, including any data you may provide through this website when you purchase a service.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about

you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

Controller

Broker ID is the controller and responsible for your personal data (collectively referred to as "Broker ID", "we", "us" or "our" in this privacy policy).

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise *your legal rights*, please contact the DPO using the details set out below.

Contact details

If you have any questions about this privacy policy or our privacy practices, please contact our DPO in the following ways:

Full name of legal entity: Broker ID, a trading name of DPR Consulting Limited

Email address: compliance@brokerid.co.uk

Postal address: 6th Floor, Commodity Quay, St Katharine Docks, London E1W 1AZ

Telephone number: 020 7050 2000

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

The data we collect about you

Personal data, or personal information, means any information that relates to an identified or identifiable living individual. Different pieces of information, which collected together can lead to the identification

of a particular person, also constitute personal data. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

Identity Data includes first name, last name and date of birth

Personal Contact Data includes personal email address and telephone number.

Profile Data includes username and password (including any secret questions and answers).

Employment and Professional Contact Data includes firm association history (for example firms you claim to have worked with, confirmation status from those firms, start and end dates, job titles, contact and correspondence details), purchases or orders made by you, your interests, preferences, feedback and survey responses

Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.

Usage Data includes information about how you use our website, products and services, purchases or orders made by you, your interests, preferences, feedback and survey responses, and customer service interactions (recordings of telephone calls, webchat logs, messages with customer service and other representatives).

Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for our purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

How is your personal data collected?

We use different methods to collect data from and about you including through:

Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- apply for our services;
- create an account on our website;
- subscribe to our service;
- request marketing to be sent to you;
- enter a competition, promotion or survey; or
- give us feedback or contact us.

Automated technologies or interactions. As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, and other similar technologies.

Third parties or publicly available sources. We will receive personal data about you from various sources as set out below:

Identity and Contact Data from publicly available sources such as Companies House, FCA and the Electoral Register.

How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

Where we need to perform the contract we are about to enter into or have entered into with you.

Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

Where we need to comply with a legal obligation.

Please see the Glossary to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal

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ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a user	(a) Identity (b) Personal Contact (c) Profile	Performance of Broker ID services in accordance with terms and conditions entered into by you
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Personal Contact (c) Profile (d) Marketing and Communications	(a) Performance of Broker ID services in accordance with terms and conditions entered into by you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Personal Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of Broker ID services in accordance with terms and conditions entered into by you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Personal Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the	(a) Identity (b) Personal Contact (c) Profile	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business)

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effectiveness of the advertising we serve to you	(d) Usage (e) Marketing and Communications (f) Technical	and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about products or services that may be of interest to you	(a) Identity (b) Personal Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)
To form part of the data available to subscribers of Broker ID Services	(a) Identity (b) Personal Contact (c) Usage (d) Profile (e) Marketing and Communications	(f) Performance of Broker ID services in accordance with terms and conditions entered into by you (g) Necessary for our legitimate interests (for running our business and provision of services)

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. You may manage the data you have entered in your Broker ID account and your marketing preferences within the Broker ID service.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased services from us and you have not opted out of receiving that marketing.

Third-party marketing

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you, amending your marketing preferences through our Site or applications or by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about cookies please visit <http://www.allaboutcookies.org>.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original

purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Disclosures of your personal data

We may share your personal data with the parties set out below for the purposes set out in the table *Purposes for which we will use your personal data* above.

Internal Third Parties as set out in the *Glossary*.

External Third Parties as set out in the *Glossary*.

Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

International transfers

We do not transfer your personal data outside the United Kingdom (**UK**).

Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Data retention**How long will you use my personal data for?**

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see *your legal rights* below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Glossary**LAWFUL BASIS**

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are

otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

THIRD PARTIES

Internal Third Parties

Other companies in the Broker ID Group acting as joint controllers or processors and who are based in the United Kingdom and provide IT and system administration services and undertake leadership reporting.

External Third Parties

Service providers acting as processors based in the United Kingdom who provide IT and system administration services.

Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the United Kingdom who provide consultancy, banking, legal, insurance and accounting services.

HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

If you want us to establish the data's accuracy.

Where our use of the data is unlawful but you do not want us to erase it.

Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.

You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.