

ADDITIONAL TERMS AND CONDITIONS FOR BROKER ID DATA

Version Number: 1.4. Last updated 08 April 2021

The following terms and conditions apply to and are incorporated into any Order for the provision of Broker ID DATA. For the avoidance of doubt the specific Subscriptions the Customer has subscribed to are indicated in the Order.

The additional definitions below apply to these Additional Terms and Conditions for Broker ID DATA. All other capitalised terms appearing in these additional terms shall have the meaning given to them in clause 1.1 of the last updated version of the Broker ID Customer Terms and Conditions.

“Affiliates” includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party, any business entity from time to time controlling, controlled by, or under common control with, either party.

“Business Hours” means 9:00 until 17:00 UK time on a day other than a Saturday, Sunday or an English Bank Holiday.

“Customer Data Partner” means a third-party, designated by the Customer in an Order, who is provided access to Broker ID DATA Extracts on behalf of a Customer. For the avoidance of doubt a Customer Data Partner is considered a Customer User as such all terms which apply to Customer Users in the Broker ID Customer Terms and Conditions shall also apply to Customer Data Partners.

“Channels” means the different ways (listed in the table at clause 1.2 of these Additional Terms and Conditions for Broker ID DATA) of accessing data available to Customer through Customer’s Broker ID DATA subscription.

“FCA” means the Financial Conduct Authority.

“Raw Data Providers” for the purposes of these Additional Terms and Conditions for Broker ID DATA it shall mean the third parties (listed in the table at clause 1.3 of these additional terms) who’s data is distributed, published or sold to Broker ID as part of the Broker ID product and services.

“SLAs” means the service level agreements set out in clause 3.4 of these Additional Terms and Conditions for Broker ID DATA.

1. BROKER ID DATA SERVICE

- 1.1. Broker ID DATA provides high-quality, augmented, verified/corrected data on UK mortgage intermediaries firms and individuals.
- 1.2. Broker ID provides Broker ID DATA through the following Channels (usage limits may apply):

Channel	Description
Broker ID DATA Console	the web application hosted at https://data.brokerid.co.uk containing firm and individual search/browse capability.
Broker ID DATA Extract	<p>Downloadable batch files at https://data.brokerid.co.uk.</p> <ul style="list-style-type: none"> - Broker ID JSON – File containing all downloadable data – including various selections/filters/lenses. - Legacy SDM - Backwards compatible files matching the format previously distributed by Spectrum Data Management Limited (SDM) prior to FCA RES format changes in Q1 2021 (Backwards compatible support shall be provided until the earliest of April 2023)
Broker ID DATA APIs	<p>JSON over HTTP (“REST”) APIs, provided on https://*data*.brokerid.co.uk domains, for finding and interrogating firms and individuals data from the Broker ID DATA Subscription.</p> <p>(in development – please contact us if you would like to be a Beta API Customer)</p>
Broker ID Notifications	<p>Notifications (by email, or any other mechanism) triggered by changes in watched firms or individuals.</p> <p>*Not yet available.</p>
Broker ID DATA Custom Reports	<p>Extracts or reports, for any criteria and in any format, as commissioned by individual customers.</p> <p>(on individual customer request at additional charge)</p>
Third Party plugins/integrations	CRM systems (e.g. eKeeper, Salesforce, MS Dynamics), Origination Systems (e.g. DPR, IRESS MSO).

	(*Not yet available – please contact us if you have a specific third-party system that you would like to be considered for integration to Broker ID DATA, additional charges may apply).
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1.3. Broker ID DATA may use information from the following Raw Data Providers:

Raw Data	Description
Web and Social Media	Publicly available data aggregated, collated and/or curated by Broker ID.
FCA FS Extract	<p>An extract of The Financial Services Register (a public record of firms, individuals and other bodies that are, or have been, regulated by the PRA and/or FCA) as described here https://www.fca.org.uk/firms/financial-services-register/data-extract and here https://www.fca.org.uk/publication/documents/register-extract-handbook.pdf.</p> <p>Available via Broker ID's "RESALE USE" licence from the FCA.</p> <p>This Data Provider provides current and historic information including, but not limited to, relationships, authorisation status and permissions.</p> <p>Broker ID receives the FCA's FS Extract on a weekly schedule (typically on a Friday morning). If there are no issues with the FCA FS Extract, the FCA FS Extract will then be made available to the Customer via all Channels on the Subscription within 24 hours after being received by Broker ID. In the event that any errors or inconsistencies are found within the FCA FS Extract the data will not appear in the Subscription Channels until such errors or inconsistencies are resolved.</p>
FCA FS Register APIs	<p>The FS Register API service provides a programmatic means for accessing FS Register data as described here https://register.fca.org.uk/Developer/ShAPI_LoginPage</p> <p>This is used to provide more up-to-date information (between weekly FCA FS Extracts) on firms and individuals.</p>
Companies House	<p>The United Kingdom's registrar of companies as described here https://www.gov.uk/government/organisations/companies-house</p>

	<p>Information is used to augment firms records and identify individuals related to firms.</p> <p>*Not yet available.</p>
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- 1.4. Customer Users must sign up for an Account at <https://brokerid.co.uk> for access to the Broker ID DATA.
- 1.5. The Customer shall provide at least one Customer User email within the Order for the Broker ID DATA and Broker ID shall add such Customer User(s) to the Customer Broker ID DATA.
- 1.6. Subject to clause 1.8, any changes to users included within the Broker ID DATA, such as adding, removing or changing users, may be requested by Customer or a Customer User using the help feature within the Broker ID DATA Console.
- 1.7. Broker ID offers the following packages:

Package Type	Channels and Usage Limits included within Package	Raw Data Providers included within Package
Basic Package	<p>Broker ID DATA CONSOLE: 10 concurrent Customer Users plus up to 3 Customer Data Partners with a maximum of 2 changes per month to such Customer Users.</p> <p>Broker ID DATA Extract: No limits on manual Broker ID DATA Extract downloads and FTP access. However, HTTP downloads shall be limited to one download per every 15 minutes.</p> <p>Broker ID DATA APIs: Reasonable use limits will apply (as described in API documentation).</p> <p>Broker ID DATA Notifications: No specific limits apply.</p> <p>Broker ID DATA Custom Reports: No custom reports are included.</p> <p>Third Party plugins/ integrations: None included.</p>	<p>Web and Social Media</p> <p>FCA FS Extract</p> <p>FCA FS Register APIs</p> <p>Companies House</p>

- 1.8. Unless otherwise indicated in an Order, the usage limits set out in clause 1.7 above shall apply to the package subscribed to by the Customer, as indicated in an Order.

2. CUSTOMER OBLIGATIONS

- 2.1. Customer undertakes that it shall and shall procure that its Customer Users:

- 2.1.1. not use or permit the use of information in the Broker ID DATA Extract or information otherwise provided by Broker ID as part of, or in connection with the Broker ID DATA Extract for any illegal or improper purpose;
- 2.1.2. shall be entitled to make copies of the Broker ID DATA Extract for its own internal business purposes but shall not use such copies for any other purpose without the prior written consent of Broker ID (such consent not to be unreasonably withheld or delayed);
- 2.1.3. (other than as set out in clause 3.5), allow Broker ID complete editorial freedom in the form and content of the Broker ID DATA Extract and may alter the same from time to time. If Customer disagrees with the revised form and content of the Broker ID Data Extract, the Customer may within 14 days from the introduction of the revised form and content notify Broker ID of its intention to terminate the relevant Order and such Order shall terminate at the end of the 14-day period and BrokerID shall refund Customer a pro-rata portion of any pre-paid Fees that cover the remainder of the Subscriptions term after the effective date of termination. If notice to terminate is not received by Broker ID prior to the end of the 14-day period, the Customer shall be deemed to have accepted the revised form and content;
- 2.1.4. not allow others outside of the Customer's organisation to use the Broker ID DATA Extract;
- 2.1.5. not use Broker ID DATA Extract in a product sold by the Customer or its Affiliates;
- 2.1.6. not make representations to third parties for or on behalf of Broker ID (including Broker ID Affiliates), or any Raw Data Providers; and
- 2.1.7. as soon as reasonably practicable, inform Broker ID if it identifies any part of the Broker ID DATA Extract is incorrect and provide the updated information.

3. BROKER ID OBLIGATIONS

- 3.1. Broker ID shall:

- 3.1.1. use reasonable endeavours to correct any identified or reported errors in the Broker ID DATA Extract;
- 3.1.2. subject to clause 3.4.3 answer any reasonable queries which the Customer or Customer Users may have; and

- 3.1.3. maintain an audit log of any corrections made pursuant to clause 3.1.1.
- 3.2. Subject to obtaining the Customer's prior consent (such consent not to be unreasonably withheld or delayed), Broker ID may provide Customer Data Partners direct access to the Broker ID DATA Extract to allow such data to be used in the relevant Customer Data Partner systems. This may be completed through any of the standard Broker ID DATA Extract access mechanisms (including but not limited to manual download and FTP) or formats (including but not limited to Broker ID JSON format, legacy SDM format), or via custom mechanisms or formats, where appropriate. For the avoidance of doubt the foregoing does not create an obligation on Broker ID to provide other mechanisms or formats requested by the Customer.
- 3.3. Broker ID may at any time cease working with a Customer Data Partner, if (in its reasonable opinion) Broker ID has reason to believe that such Customer Data Partner has had or will have a detrimental impact on the product or services provided by Broker ID. If a Customer Data Partner is removed and the parties cannot agree an alternative partner, the Customer may terminate the applicable Order.
- 3.4. Broker ID shall comply with the following SLAs:
 - 3.4.1. it shall use commercially reasonable endeavours to make the following elements of the Subscription available in accordance with clause 2.2 of the Broker ID Customer Terms and Conditions:
 - (a) Broker ID DATA Console;
 - (b) SFTP, FTPS and HTTP download automation channels for Broker ID DATA Extracts; and
 - (c) Broker ID DATA APIs.
 - 3.4.2. it shall produce Broker ID DATA Extracts based on the schedules of updates provided by Raw Data Providers on no less than a weekly basis (subject to the remainder of this paragraph 3.4.2). The Customer acknowledges and agrees that the Broker ID DATA Extracts is provided to the Customer on a weekly basis provided that the Raw Data Provider issues the schedule of updates to Broker ID each week. If a Raw Data Provider fails to provide the schedule of updates to Broker ID in any weekly period such delay shall be reflected herein. Broker ID shall not be liable for any delay to provide the schedule of updates on a weekly basis to Customer as a result of a delay caused by a Raw Data Provider. See section 1.3 for more information;
 - 3.4.3. it shall respond to queries made via the help feature within the Broker ID DATA Console within 16 Business Hours. The Customer acknowledges and agrees that if it submits queries using any other channel and/or application not mentioned above (e.g., via email or telephone), any SLAs referenced in this clause 3.4 shall not apply to such queries. In the event that the Broker ID Data Console is unavailable the Customer may send queries to help@brokerid.co.uk and Broker ID shall respond to such query within 16 Business Hours.

- 3.5. Broker ID shall maintain the form and content of the legacy SDM backwards compatible file until the earliest of April 2023 provided that the Raw Data Provider does not alter or remove the data provided to Broker ID and as a result Broker ID is unable to simulate the data.

4. DATA LIABILITY

- 4.1. The parties acknowledge and agree that the data within the Broker ID DATA is based on material provided to Broker ID by Raw Data Providers and Broker ID is not responsible for any error, omission or inaccuracy in any data provided by Raw Data Providers.
- 4.2. Notwithstanding clause 4.1, if Broker ID independently changes any Raw Data in the Broker ID DATA Extract, Broker ID shall remain responsible for any error, omission or inaccuracy caused as a result of such changes.
- 4.3. For the avoidance of doubt the limitation of liability amounts set out in clause 8 of the Broker ID Customer Terms and Conditions shall apply to this clause 4.