

## **APPLICANT TERMS OF USE**

### **PLEASE READ THESE TERMS CAREFULLY**

Keysafe Tenant Vetting Limited is registered in England and Wales under company number 14527698 and its registered office is at Cumbria House 16-20 Hockliffe Street, Leighton Buzzard, LU7 1GN (“**we**”, “**us**” or “**our**”).

We own, operate and provide a platform, Connect365 (“**Platform**”), to enable letting agents (our “**Customer**”) to request verifications of prospective tenants and/or guarantors (“**you**” or “**your**”). We produce a referencing report based on these verifications (“**Report**”).

You wish to rent a property or act as a guarantor for a tenant wishing to rent a property and our Customer wishes for you to use our Platform to submit, verify and disclose your details and information to our Customer (“**Services**”).

#### **1. Accepting these terms**

- 1.1. The Platform and Services are made available to you subject to these terms. These terms constitute a legally binding contract between you and us. These terms should be read in conjunction with our applicant guidance notes, linked [here](#).
- 1.2. By using the Platform and Services in any manner, you signify your acceptance of these terms. If you do not agree to these terms, you must stop using the Platform and Services.

#### **2. About the Services**

- 2.1. The Platform enables you to submit your information to us and our third party providers for the purpose of assessing your suitability to become a tenant and/or guarantor in relation to a residential property managed or owned by our Customer.
- 2.2. As part of our Services, you will be required to provide your information and relevant documentation (your “**Information**”). Further details on what you will be required to provide as part of the Services can be found on our privacy notice (as updated from time to time) accessible through our website at <https://www.keysafetv.com/> and linked [here](#).
- 2.3. Our Services are designed to disclose your Information to our Customer who you have authorised to receive such Information in the form of a Report. The Services enable you to permit the disclosure of your information to our Customer for the purpose of assessing your suitability to become a tenant and/or guarantor in relation to a residential property managed or owned by our Customer.
- 2.4. You hereby acknowledge that we may from time to time change the form and/or content of the Services and/or upgrade or modify any of the methods used to access or use the Platform and/or

Services. In such circumstances, we shall use our reasonable endeavours to give you prior notice in writing of such changes, upgrades or modifications.

### 3. Your right to use the Services

- 3.1. We grant you a non-exclusive limited right to access the Platform and use the Services for your personal, non-commercial purposes, subject to your compliance with these terms.

### 4. Our right to use your Information

- 4.1. In all cases, we will treat your Information in accordance with applicable law and data protection legislation and your Information will only be processed and shared with others in accordance with our privacy notice (as updated from time to time). This includes processing and retaining your Information to perform 'know your client', anti-money laundering and counter terrorist financing requirements/investigations and right to rent checks, as required by law. We will share your Information with regulators, governmental or quasi-governmental organisations, law enforcement authorities and with courts, tribunals and arbitrators as may be required from time to time in order to comply with our regulatory and legal obligations.
- 4.2. In connection with your use of the Services, you acknowledge and agree that we provide Platform features that enable you to connect your application to our third party providers ("**Third Party Providers**") so that we can obtain your Information and other verifications and to provide our Services, or we may request such information directly from you. Details of our Third Party Providers can be found on our website and our privacy notice (as updated from time to time).
- 4.3. By connecting your application with any Third Party Providers, you authorise us to access, use and in some instances retain the information available from Third Party Providers (in accordance with our privacy notice) to provide your Information on your behalf to our Customer.
- 4.4. You grant us:
  - 4.4.1.a non-exclusive licence (including the right to sub-license to third parties) to use your Information and other information as necessary to provide the Services and to allow you to access and use the Platform; and
  - 4.4.2.permission to disclose your Information and other information or data to our Customers.
- 4.5. Where you indicate that you would like to receive a personal quotation for tenant building and content insurance, you agree that we may pass your contact details to Tenant Shop who may contact

you to discuss your requirements in more detail. We are an introducer of Tenant Shop a trading style of Tenant Shop Services Limited (company number 07162966), which is authorised and regulated by the Financial Conduct Authority (registration number 741081). Tenant Shop is an appointed representative of Albany Park Limited (company number 04296341), which is authorised and regulated by the Financial Conduct Authority (registration number 304130).

## **5. Conditions of use**

**5.1.** You must not misuse the Platform or the Services. In particular, you must not:

**5.1.1.** use the Platform or the Services for any fraudulent or unlawful purpose;

**5.1.2.** impersonate any person, to create a false identity, or to falsely state or otherwise misrepresent your identity or your affiliation with any person;

**5.1.3.** upload or transmit anything that is obscene, defamatory, abusive, threatening or that infringes any other person's rights; or

**5.1.4.** disclose information using the Services or the Platform that you are not entitled or do not have consent to disclose (such as confidential information of others).

**5.2.** You must not breach our security or do anything that could harm our Platform or Services. In particular, you must not:

**5.2.1.** interfere with or disrupt the operation of the Services or access to it;

**5.2.2.** transmit or otherwise make available in connection with the Services any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or programme that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;

**5.2.3.** attempt to circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems including by any form of hacking or penetration testing;

**5.2.4.** use the Services or Platform in any way that may pose a security risk to the Services or may adversely impact the Services or the systems of another use of the Services;

**5.2.5.** restrict or inhibit the ability of any other person to access or use the Platform or the Services; or

**5.2.6.** test or reverse-engineer the Platform to find limitations, vulnerabilities or other weaknesses in the Platform or the Services.

**5.3.** You must not infringe our rights. In particular, you must not:

**5.3.1.** do anything that is likely to bring us into disrepute during the course of your use of the Services;

**5.3.2.** copy, modify, adapt, translate or create derivative works of the Platform or the Services or any information, content, material or data on the Platform except as expressly permitted by these terms;

**5.3.3.** monitor the Platform or its availability, performance or functionality for any competitive purpose;

**5.3.4.** remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Platform;

**5.3.5.** scrape the Platform or use any software, devices, robots, scripts or other means or processes to scrape the Platform or extract information from the Platform or the Services;

**5.3.6.** imply or state that you are affiliated or endorsed by us without our express consent; or

**5.3.7.** engage in "framing", "mirroring", or "deep linking" of the Platform.

**5.4.** We may temporarily or permanently limit or restrict your access and use of the Platform or the Services if we consider that:

**5.4.1.** you have breached, or we reasonably suspect you may have breached, any provision of these terms; or

**5.4.2.** it is reasonably necessary from time to time in connection with any actual or perceived security threat to the Platform or the Services.

## **6. Data protection**

- 6.1.** We are committed to meeting our obligations under data protection legislation, and to protecting the personal data we collect and store in the course of providing our Services.
- 6.2.** We will collect and store personal data about you, including your Information and any other Personal Data provided by you to us, or that we obtain in the course of your use of the Platform and Services.
- 6.3.** Further information about the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and any sharing or disclosure of personal data to third parties, is set out in our privacy notice (as updated from time to time).

## **7. Our liability**

- 7.1.** We give no warranties, assurances or guarantees:

- 7.1.1.** that access to and use of the Platform or the Services will be uninterrupted or error free;

- 7.1.2.** that the Platform or the computer servers from which the Services are made available, are free of viruses or other harmful components. You are responsible for implementing appropriate processes, systems and procedures to protect yourself and your devices from these types of issues; and

- 7.1.3.** as to the accuracy, content, timeliness, completeness, reliability, quality or suitability of the Platform, the Services, the Report and any other information, materials or content accessed via the Platform or otherwise made available in connection with the Services.

- 7.2.** You acknowledge and agree that:

- 7.2.1.** the operation of the Platform and the Services is dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and we do not guarantee and will not be liable for these in any way;

- 7.2.2.** the Services are provided by us to you on an "as is" basis and we give no warranty as to the accuracy of the Services. It is your responsibility to ensure that the Platform and the Services are suitable for your intended purposes; and

**7.2.3.**we shall not be liable for the acts or omissions of information provided by our third-party service providers in providing the Services. We have not and cannot verify the accuracy of the information provided by third-party service providers.

**7.3.** Nothing in this agreement limits any liability which cannot legally be limited. Subject to this:

**7.3.1.**our maximum aggregate liability under and/or in connection with this agreement in contract, tort (including negligence) for all acts and omissions of us and our employees, agents and contractors shall be limited to your direct losses and shall in no event exceed £500;

**7.3.2.**neither party shall be liable under or in connection with this agreement in contract, tort (including negligence) or otherwise for loss of profit or indirect or consequential loss; and

**7.3.3.**all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise in relation to the Platform, Report and Services are excluded from this agreement to the fullest extent permitted by law.

## **8. Complaints**

**8.1.** If you wish to register a complaint about the Services or Report, please contact us in writing, by telephone or email as follows:

Post: Customer Relations, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN.

Telephone: 01525 244 504

Email: [customerrelations@connells.co.uk](mailto:customerrelations@connells.co.uk)

**8.2.** If you cannot settle your complaint with us, you may be entitled to refer it to Financial Ombudsman Service (FOS). You can contact the FOS in writing (post or through their website), by telephone or email as follows:

Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Website: [www.financial-ombudsman.org.uk/contact-us](http://www.financial-ombudsman.org.uk/contact-us)

Telephone: 0800 0234 567 - (Helpline) Calls to this number are free on mobile phones and landlines.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## 9. Other provisions

**9.1. Rights of third parties**: a person who is not party to these terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these terms against a party.

**9.2. Incorporation of third party terms**: the following third party terms are incorporated by reference:

**9.2.1. Salt Edge**: [https://www.saltedge.com/pages/dashboard\\_terms\\_of\\_service](https://www.saltedge.com/pages/dashboard_terms_of_service)

**9.2.2. TransUnion**: <https://www.transunion.co.uk/legal/consumer-centre>

**9.2.3. YotiSign**: <https://www.yoti.com/terms/>

**9.3. Assignment and other dealings**: we may assign our rights and/or subcontract our obligations under these terms to any other person at any time. You may not assign or transfer any of your rights or obligations under these terms without our prior written consent.

**9.4. Enforceability**: if any provision of these terms is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision illegal, invalid or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of the remaining provisions.

**9.5. Force majeure**: neither party shall be liable for any delay or non-performance of its obligations under these terms caused by an event beyond its control.

- 9.6. Waiver:** if we fail to insist that you meet your obligations under these terms or if we do not enforce our rights against you or if we delay in doing so, that will not mean that we have waived our rights against you and it does not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you. Even if we delay in enforcing our rights under these terms, we may still enforce our rights later.
- 9.7. Entire agreement:** these terms constitute the entire agreement and understanding between you and us relating to your access to and use of the Services.
- 9.8. No reliance:** you acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by us or any other person except as expressly set out in these terms, in respect of which your sole remedy shall be for breach of contract
- 9.9. Governing law and jurisdiction:** the construction, validity and performance of these terms shall be governed in all respects by English Law and any proceedings arising out of or connected with these terms shall be subject to the exclusive jurisdiction of the English Courts.