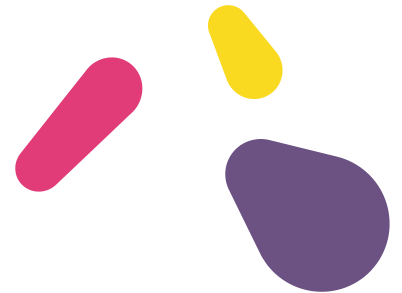




# Intermediary terms of business (Terms)



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## In this document:

**We / us / our** means Atom Bank plc of Northumbria House, Aykley Heads, Durham DH1 5TS;

**You / your** means an intermediary who is a member of our Panel, when referring mortgage business to us;

**App** means the application designed for mobile devices developed by Atom Bank plc;

**Biometric Information** means the binary representation of your client's face and voice that are used in the registration and log-in process for our App;

**Network** means a group of intermediaries working under a common brand;

**Panel** means those Networks who we have selected to make our mortgages available to

## Background

To submit Decision in Principle (DIP) requests or mortgage applications to us, you must be a member or an employee of a Network that is part of our Panel and comply with our Lending Criteria and these Terms. By submitting a Decision in Principle request or mortgage application, you agree to be bound by these Terms.

We reserve the right to refuse applications from any intermediary without giving a reason.

## Membership of our Panel

Membership of our Panel is entirely up to us and we can change the membership of our Panel and/or the membership criteria at any time.

To join our Panel, you must either be:

- Directly authorised and hold the regulatory permissions for arranging and advising on regulated mortgage contracts; or
- An appointed representative or employee of a Network that we have approved to offer Atom mortgages.

## Your obligations to us

You confirm that:

- You are authorised to act on behalf of your client(s) in submitting mortgage applications to us;
- You hold all relevant legal, regulatory permissions and other authorisations needed to undertake the business you're transacting with us; and you won't carry out any activities you don't have the relevant permissions or authorisations for;
- You will tell us as soon as legally possible if any licence, permission or authorisation is withdrawn from you or your business or if you're the subject of any investigation by any legal, authorising or regulatory authority;
- At all times in your dealings with us, you are an Appointed Representative or an employee of a firm that is part of our Network Panel;
- You and your business comply with all relevant law, regulation and other requirements, including but not limited to the Anti-Bribery Act 2010 and the Modern Slavery Act 2015;
- Any mortgage applications you submit to us will comply with our Lending Criteria;

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- You will complete all necessary identification checks on your client(s);
- You will submit all initial and additional information we ask for to support a mortgage application in a timely way.

## Direct debit

When discussing an Atom mortgage application with your client(s), you will use the direct debit script available in the document library to ensure they have all the information they need about direct debits and the direct debit guarantee.

## Submitting applications

We're committed to providing you with a reliable and efficient service. You can help us achieve this by paying all relevant fees and providing all supporting documents when you submit an application. If you're not able to do this, it may slow us down.

Please ensure you safeguard your clients' cardholder and sensitive authentication data by applying the following rules when you capture payment details.

You must not capture, record or store any of the client's cardholder or sensitive authentication data needed to process the fee collection, either electronically or otherwise. This includes but is not restricted to:

- Writing down any client's card details.
- Electronically recording any client's card details.
- Taking and retaining a photo of any client's card.
- Voice recording any client's card details.

## Confidentiality and Data Protection

We treat your clients' information with the greatest respect and will never share it with anyone else for marketing purposes.

We'll hold confidential information in a secure environment. We use security measures to protect

data from unauthorised access, maintain data accuracy and to help ensure the appropriate use of data. These security measures include data encryption and digital signatures to ensure the continuing integrity of data, firewalls, intrusion detection systems, 24 x 7 physical protection of facilities where data is stored, background checks for personnel that access physical facilities, and strong security procedures across all service operations. These measures help ensure that data is safe and secure. When your clients download our App, we encrypt the transmission and storage of all Biometric Information as well as geographic location using widely-recognised industry best-standard security technologies and procedures.

You need to have similarly appropriate measures in place to protect data and ensure that you and your business comply with the Data Protection Act 1998 (the Act).

When using the affordability calculator on our website and completing a DIP request or mortgage application on behalf of your clients, you will be using their confidential information which may include sensitive personal data (as defined in the Act). We need this data so you can determine how much your clients may be able to borrow and so we can assess their eligibility for a mortgage with us. We and you agree that all consents and security measures are in place to protect this data. Full details of the uses we will make of the data are available to your client in the mortgage application document.

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## Payment of procurement fees

When a mortgage application is successful, we will pay the procurement fee to your Network within 7 days after completion for onward payment to you, in accordance with our agreement with them.

## Liability

We're not responsible if we don't comply with any of the Terms:

- Due to abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- Where our failure to comply is due to our obligations under European or national law.

We're not liable for business losses. We'll have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content from it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Changes to these Terms

We may alter these Terms at any time; and if you continue to submit applications to us you will be deemed to have accepted any changes we have made. We recommend that you check these Terms from time to time to ensure you are up to date with any changes.

## Governing law

These Terms are governed by the law of England and Wales and if there is any disagreement about them, we each agree that this'll be dealt with by the Courts of England and Wales.

"Atom Bank", "Atom" and "Digital Mortgages by Atom Bank" are trading names of Atom Bank plc, a company registered in England and Wales with company number 08632552. Registered office: Northumbria House, Aykley Heads, Durham DH1 5TS. Atom Bank plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority and the PRA. Our Financial Services Register number is 661960.

[www.digitalmortgages.net](http://www.digitalmortgages.net)

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**Digital Mortgages**  
by Atom bank