

# TERMS & CONDITIONS

## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

The **terms of website use and Privacy Policy** set out here together form the overall **terms of use** on which you may make use of our website [www.mortgage.claims](http://www.mortgage.claims) (the "Site"). Please read the terms of use carefully before you start to use our Site. We recommend that you print a copy for future reference.

By using our Site, you confirm that you accept these **terms of use** and agree to comply with them.

If you do not agree to these terms of use, you must not use our Site.

We may revise these **terms of use** at any time by amending this page.

For the purposes of **terms of use** "we" relates to Mortgage.Claims and "You" relates to you.

### Information about us

[www.mortgage.claims](http://www.mortgage.claims) is a site operated by "Mortgage.Claims" which is a trading name of ME Legal and Financial Limited. ME Legal and Financial Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities, registration number CRM32086. Registration is recorded at [www.gov.uk/moj/cmr](http://www.gov.uk/moj/cmr).

ME Legal and Financial Limited is also authorised and regulated by the Financial Conduct Authority for insurance mediation and credit broking services (Firm Reference Number: 796431).

ME Legal and Financial Limited are registered in England and Wales under company number 08328211 and have our registered office and main trading address at ME Group, B26 Alderley Park, Congleton Road, Nether Alderley, Macclesfield, SK10 4UN.

### Changes to our site

We may update the Site from time to time and may change the content at any time. However, please note that any of the content on the Site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

### Accessing our site

The Site is made available free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. We will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms of use and they comply with them.

### Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not print off or use any illustrations, photographs, video or audio sequences or any graphics or text from the Site without our prior written permission.

### No reliance on information

The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up-to-date.

### Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the site.

Please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity if you choose to do so.

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 the Site or to your downloading of any content on it, or on any website linked to it.

## **Viruses**

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software.

You must not misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. Such activities will give rise to both civil and criminal activity. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Specific terms about IP addresses, cookies and similar technology**

An IP address is a number that is automatically assigned to your computer whenever you are surfing the web. Web servers automatically identify your computer by its IP address. On occasions, we collect IP addresses for the purposes of system administration, to analyse aggregate information, and to audit the use and avoid the abuse of our Site.

We use Google Analytics and cookies on our Site.

Cookies are pieces of information that a web site transfers to an individual's hard drive for record-keeping purposes. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or indicate when a cookie is being sent. However, note that some parts of our Site may not function properly or may be considerably slower if you refuse cookies.

Cookies make websurfing easier for you by saving your preferences while you are at our Site. The use of cookies is an industry standard - you will find them at most major web sites.

By showing how and when visitors use our Site, cookies help us see which areas are popular and which are not. Many improvements and updates to the Site are based on such data as total number of visitors and pages viewed and this information is most easily tracked with cookies. We use cookies to better understand and improve areas of our web site that our users find valuable. While both of these activities depend on the use of a "cookie", visitors to our web site always have the option of disabling cookies via their browser preferences. If you are unsure how to manage cookies please see [www.allaboutcookies.com](http://www.allaboutcookies.com)

We use GIFs and similar tools. A clear GIF (Graphics Interchange Format) or pixel tag (also known as a 'Web beacon') is a line of code placed on some of our web pages and in e-mails which, in a similar way to our use of cookies above, allow us to analyse the specific usage patterns of visitors. All data derived from the use of such technology is anonymised and does not gather or pass personal data outside the Site.

You should be aware that when you are on our Site, you could be directed to other sites that are beyond our control. There are links to other sites from our Site that take you outside our service.] These other sites may send their own cookies to users, collect data or solicit personal information. The privacy policies of these other sites may significantly differ from ours. We are not responsible for the privacy practices of any other sites and cannot guarantee the security of any of your personal information collected there.

Protecting the security of all personally-identifiable information associated with our visitors is of the utmost concern to us. Once we receive your transmission, we will take all reasonable precautions to ensure its security on our systems. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, whilst we take all reasonable steps to ensure the security of our users' personal information and maintain their privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and cannot be responsible for the theft, destruction, or inadvertent disclosure of such personal information.

## **Third party links and resources in our Site**

Where the Site contains links to third party sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged in any permitted use of material.

You must not use any part of the content on the Site for commercial purposes.

If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Linking to our Site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

### **Data Protection Information Notice**

Mortgage.Claims respects your privacy and is committed to protecting your personal data. This information notice is intended to provide you with information on how we will use and process your personal data if you sign up for this claim service.

For further details about how we process your data, please see our Privacy Policy located on our website <http://www.mortgage.claims/> or contact us by email, telephone or in writing by the details provided.

We encourage you to review our Privacy Policy in detail, as it includes important information, but here is a short summary for convenience:

### **Website Enquiries**

In order to provide you with our service we may pass your information on to third parties.

We may collect the following information:

- Name;
- Contact information including your telephone number, current address and your email address;
- Date of Birth;
- Information about your mortgage provider, the value of the mortgage and mortgage start date;
- Other information relevant to your mortgage and mortgage history; and
- Other information relevant to customer surveys and/or offers.

For more details on how we use your information, please read the Privacy Policy on our Site.

Personal information:

In line with your legitimate interests, we and companies within our Group may use your information to:

- » manage your case, carry out client-care activities and train our staff, including monitoring calls, emails or text messages;
- » monitor the quality and security of the site and test and maintain our IT systems;
- » analyse your use of the services for marketing purposes, including, but not limited to, the pages of our site you look at and the services you engage as

well as your browsing history and use of our websites. Please see our Cookies Policy for further details.

For more details on how we use your information, please read the Privacy Policy on our Site.

### **Electronic Data Checks**

In order to maintain up to date records we may need to perform an electronic identity check for our own purposes. There is nothing that you will need to do, this check is to ensure our data is in order and in turn will help to provide you with an improved service. Furthermore, this check is also required to confirm whether you are eligible to obtain funding to progress your case. Credit Reference Agencies who perform this electronic identity check must keep a record when anyone looks at your credit report. This is so that you know who has looked at your report, when and why. The check will only be visible to you and the Credit Reference Agency only. Any information you provide may also be shared with third parties for anti-money laundering, fraud prevention and investigation, identity verification, tracing, debt recovery and asset reunification purposes. More information can be found in our Privacy Policy.