

# Master Terms

## 1. CUSTOMER AGREEMENT

These terms and conditions ("Master Terms") set out the agreement between Lawyer Checker Limited, with its registered office at Suite 4, Wright House, 67 High Street, Tarporley, Cheshire CW6 0DP and registered number 7879507 ("**Lawyer Checker**", "**LC**", "**We**", "**Our**", "**Us**") and you, a licensed and regulated conveyancer or law firm, ("**You**", "**Your**") regarding Your use of the 'Lawyer Checker' and/or 'Consumer Bank Account Checker' services ("**Services**") available at [www.lawyerchecker.co.uk](http://www.lawyerchecker.co.uk) ("**Website**") within the scope of use set out in the Master Terms and the relevant Schedule and/or Side Letter.

The use of each particular service shall also be governed by separate terms and conditions scheduled to these Master Terms (each a "**Schedule**"). Therefore Our agreement with You incorporates the terms and conditions set out in:

- any agreement in respect of a Licence;
- Your registration form in respect of a Service ("**Service Registration Form**");
- the relevant Schedule(s);
- the applicable version of the Master Terms;
- and

("Customer Agreement").

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

The definitions used in a Schedule shall have the same meaning where used in these Master Terms. In these Master Terms, 'Search' shall mean a CBAC Search and/or an AES Search and/or a ThirdFort Search and/or a ntitle Search (as applicable).

## 2. ACCEPTANCE AND CHANGES

By clicking the "Submit" button when you submit Your registration form, You agree to the Customer Agreement. You acknowledge and agree that We may at any time in Our discretion:

- modify or discontinue access to a Service; and/or
- change these Master Terms or a Schedule, by uploading a revised version on the Website, following which Your continued use of the Website and/or the Services constitutes Your acceptance of the revised version of the Master Terms and/or Schedule.

You are advised to visit the Website regularly and review the latest version of the Master Terms and the Schedules. These Master Terms were last updated on 09/06/2020. We will also email You the current version of the Master Terms and the relevant Schedule each time that We email You with the results of Your search, this may include by way of an internet link.

## 3. YOUR USE OF THE WEBSITE AND SERVICES

### Registration

In order to use the Services You must register on the Website. To register, You will be asked to submit certain information about You and a key contact within Your organisation. By clicking on the 'Submit' button to submit Your registration form You accept the Customer Agreement.

### Checks that We will carry out

When We receive Your registration form We will check the information that You have supplied to Us against the Our Database and/or publicly available sources to verify that You are a properly licensed and regulated conveyancer or law firm. This may take up to 2 working days.

Once Our checks are successfully completed, We will email Your key contact to let them know the results of Our checks

and, if appropriate, confirm that You may start using a Service. If following Our check We have reasons to believe that You may not be a properly licensed and regulated conveyancer or law firm, We may seek further information and clarifications from You or carry out further searches, and in any event We reserve the right to not make the Service available to You.

### **Fees and payment**

In order to use the Services You must either set up a direct debit, or have agreed separate payment terms with Us (“**Licence**”). You will be automatically directed to the direct debit mandate page of the Website right after You submit the registration form.

We will invoice You by email at the start of each calendar month on the basis set out in the relevant Schedule and your Service Registration Form or any Licence. There is a minimum monthly charge of £20 plus value added tax for use of the Services regardless of the number of Searches you undertake through the Services (**‘Minimum Fee’**).

We require full payment of Our fees within 10 calendar days. Without prejudice to any other right that We may have, We reserve the right to cease making the Services available to You if We do not receive full payment of Our fees due within 10 calendar days of invoicing You as above.

### **Authentication and log in**

After You have successfully registered and set up Your direct debit, and once We have successfully completed Our checks, We will email to Your key contact, Your user name, password and Your four digit code which You will need in order to be able to log on My Account and use the Service. The first time that You log in You will be asked to change Your password. You are responsible for keeping Your login details confidential and secure and provide them only to Your staff who are authorised to use the Service on Your behalf. You must let Us know immediately if You think that the confidentiality of Your login details may have been compromised. You will be responsible for paying the fees for all searches carried out on Your account with the correct login details.

### **Using your Account**

You may use Account to review Your search history, search updates and Our invoices, as well as in order to manage Your users.

Your key contact will be able to add additional users from Your firm. Each additional user will have their own log in details. Your key contact will have access to all Service results appearing online for Your firm. Your additional users will only be able to see online the results of searches that they have instigated. The Service results will be emailed to Your user who instigated the search. You will ensure that it will be Your key contact's responsibility to remove additional users who leave Your firm or who are otherwise no longer authorised by You to use a Service on Your behalf. It is Your responsibility to inform Us immediately if Your key contact leaves Your firm or is otherwise no longer authorised by You to use the Services on Your behalf and let Us know who is Your new key contact.

### **Conditions of use of the Services**

The Services are only available as follows, in respect of the Services set out in:-

- (a) Schedule 1, a regulated conveyancing business; and
- (b) Schedule 2, trust corporations, regulated conveyancing businesses, regulated law firms or qualified professionals providing legal services;
- (c) Schedule 3, trust corporations, regulated conveyancing businesses, regulated law firms or qualified professionals providing legal services, registered charities and regulated accountancy firms; and
- (d) Schedule 4, a regulated law firm.

By registering to use a Service and accepting the Customer Agreement You represent and warrant to Us that You are a licensed and regulated conveyancer or law firm. You are responsible for bringing the Customer Agreement to the attention of Your users and require them to use the Website and the Services in accordance with the Customer Agreement at all times. For the avoidance of doubt, You remain fully responsible for the use of the Services by Your users. As a condition of Your ability to continue to use the Services We require You to pay any and all due fees in accordance with the Customer Agreement. Without prejudice to any other rights that We may have, We reserve the right to cease making any or all of the Services available to You if We do not receive full payment of Our due fees within 10 calendar days of invoicing You. You acknowledge and agree that You will only use the Service results for Your internal purposes and will not share any Service results with any third parties.

You also acknowledge and agree that You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more of the Service results.

#### 4. RESTRICTIONS ON YOUR USE OF THE SERVICES

You hereby agree not to:

- use the Website and the Services or access to them for any fraudulent or otherwise unlawful purpose or in breach of the Customer Agreement;
- use the Services or access to any of them to impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with any person or entity, or express or imply that We endorse any statement that You make;
- interfere with or disrupt the operation of the Website and/or the Services;
- transmit or otherwise make available in connection with the Website and/or the Services or access to them any form of malware including without limitation any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any website, service, hardware, software, or equipment;
- restrict or inhibit Our ability or that of any other person to access or use the Website and/or the Services;
- use or access the Services for any commercial purposes other than solely for the purposes and in the way identified in the Customer Agreement;
- display, circulate, publish, retransmit, redistribute, reproduce, duplicate, copy, sell, resell or otherwise exploit, or provide any kind of access to all or any part of the Services and/or any Service results outside Your conveyancing firm or law firm by any means or medium now or hereafter created;
- modify, adapt or translate any portion of the Website, the Services and/or the Service results; remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website or the Service results;
- store the Service results;
- create a database by systematically downloading and storing the Service results; and/or
- use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, “scrape”, “data mine” or in any way gather or reproduce the Website or the Services or the Service results or circumvent the navigational structure or presentation of the Website and the Service.

#### 5. OUR USE OF THE SEARCH INFORMATION

We will use the search information that You insert in order to carry out a search for the following purposes:

- to provide You with a Service and deliver the Service results to You;
- to update Our database and improve Our Service; and

in the event that a lender or credit reference agency asks Us to provide the Service results to them, You agree to Us providing the Service results to them and We will provide the lender with such search information and the Service results.

#### 6. CONFIDENTIALITY

You will not, during or at any time after the termination of the Customer Agreement disclose to any person whatsoever any information relating to Our business or make use of the same in any manner which may be prejudicial to Us, except if You are required to disclose such information by law or by any court of competent authority (in which case You will, to the extent possible, notify Us before disclosing such information). We may request that You supply feedback on the Service. If You do so, You agree that We may publish such feedback, in edited or unedited form, in any media, including, without limitation, on the Website.

#### 7. PRIVACY

You warrant that you are registered with the Information Commissioner’s Office as a data controller. To the extent that We process any personal information about Your employees or representatives (such as the name and contact details of Your key contact or other users) (“**User Data**”) We will use it in accordance with Our Privacy Policy.

In these Master Terms, Data Protection Legislation means: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018. Controller, Processor, Data Subject and Personal Data shall have the meanings as defined in the Data Protection Legislation.

We will both comply with all applicable requirements of the Data Protection Legislation. These Master Terms are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

We both acknowledge that for the purposes of the Data Protection Legislation, You are the Controller and We are the Processor in respect of the User Data and We are the Processor and You are a third party Processor in respect of the AES Results and the CBAC Results.

Without prejudice to the generality of the foregoing, each party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other party for the duration and purposes of this Customer Agreement.

Without prejudice to the generality of the foregoing, the Processor shall, in relation to any Personal Data processed in connection with the performance by it of its obligations under this Customer Agreement:

- (a) process that Personal Data only on the written instructions of the Controller unless it is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Processor to process Personal Data ("Applicable Laws"). Where the Data Processor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, it shall promptly notify the other party of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit it from so notifying the other party;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) it complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) assist the Controller, at the Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Controller without undue delay on becoming aware of a Personal Data breach;
- (g) at the Controller's written direction, delete or return Personal Data and copies thereof to the Controller on termination of the Customer Agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 7.

You consent to Us appointing third-party processors of Personal Data under this Customer Agreement. We confirm that We have entered or (as the case may be) will enter with such third-party processors into a written agreement

incorporating terms which are substantially similar to those set out in this Clause 7. As between the parties, We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to this Clause 7.

## **8. INTELLECTUAL PROPERTY**

You acknowledge and agree that We exclusively own or have been licensed by third parties to use all rights (including, but not limited to, intellectual property rights), title and interest in the Website, our Database and the Services. Nothing contained in the Customer Agreement conveys to You any right, title or interest in or to the Website, Our database or the Services.

## **9. NO WARRANTIES**

We will provide the Services with reasonable skill and care. We will endeavour to keep our database complete, accurate and up to date. However, You acknowledge and agree that errors may occur and circumstances may change and that, therefore, the information available on the our database may not always be complete, accurate and up to date.

You acknowledge and agree that except as expressly stated in the Customer Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. Without limiting the effect of the foregoing, You acknowledge and agree that:

- the Our database, the Services and the Website and access to them are provided “as is”, with no guarantees of completeness, availability, accuracy or timeliness; and
- We do not warrant that the information in Our database is accurate, complete, reliable, secure, useful, fit for purpose or timely.

## **10. LIMITATION OF LIABILITY**

You acknowledge and agree that We will not be liable to You for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, goodwill or reputation or opportunity, data, use, business, wasted expenditure, business interruption, loss arising from or in connection with the use of a Service or inability to use a Service or a failure, suspension or withdrawal of all or part of a Service at any time or damage to physical property or for any other similar direct loss that may arise in relation to the Customer Agreement, whether or not We were advised in advance of the possibility of such loss or damage. You acknowledge and agree that We will not be liable to You for any indirect financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, goodwill or reputation or opportunity, data, use, business, loss arising from in connection with the use of a Service or inability to use a Service, suspension or withdrawal of all or part of a Service at any time or damage to physical property or for any other indirect or consequential loss or damage that may arise in relation to the Customer Agreement, whether or not We were advised in advance of the possibility of such loss or damage. Subject to the provisions of this Clause 10 above and below, Our total aggregate liability of to You arising under or in connection with the Customer Agreement or any breach or non-performance of it no matter how fundamental (including by reason of Our negligence) in contract, tort or otherwise shall not exceed £10 in relation to a Search and £500 in aggregate in any 12-month period. Notwithstanding any contrary provision in the Customer Agreement, neither party limits or excludes its liability in respect of death or personal injury caused by its negligence; any fraud; and/or any other statutory or other liability which cannot be excluded under applicable law.

## **11. INDEMNITY**

You agree to compensate and indemnify Us fully for any losses, claims or legal action incurred by Us, or made or threatened against Us by someone else, because You have breached the Customer Agreement or because of Your use of the Services. We will inform You as soon as reasonably practicable if We become aware of such losses, claims or legal action.

## **12. TERM AND TERMINATION**

The Customer Agreement remains in effect from acceptance by You, as set out in Clause 2, until termination by Us or You in accordance with this Clause 12 or a Schedule.

We may terminate the Customer Agreement immediately on notice to You, upon the termination of any agreement upon which the provision of a Service depends in whole or in part, if You breach the Customer Agreement, or cease to trade or dispose of Your business or threaten to do so or if an application is made for Your dissolution or You are dissolved or if You begin, are party to, consent to, or are otherwise subject to, proceedings under the law relating to

bankruptcy, distress, receivership, administration, insolvency or the relief of creditors or You enter into arrangements benefiting Your creditors.

On termination of the Customer Agreement:

- You will immediately cease access to and use of the Website and the Services. Any use of the Service by You after termination of the Customer Agreement is unauthorised and improper and will infringe Our rights. However, if You nonetheless access or use the Service after termination of the Customer Agreement, such use or access will be subject to all restrictions, limitations and obligations applicable to users of the Service who are authorized to access and use it, in accordance with the current version of the Customer Agreement then in effect as to such users; and
- We shall invoice you in accordance with the terms of each Schedule; and/or
- if you have a Licence we shall invoice you in accordance with the Licence; and
- the following Clauses of these Master Terms will continue in full force and effect: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13.

### **13. GENERAL**

You acknowledge and agree that We may provide assistance and information to law enforcement, governmental agencies and other similar authorities if We are required or allowed to do so by law. Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside its reasonable control, including, without limitation, war or national emergency, accident, fire or riot, and such delay or failure shall not constitute a breach of the Customer Agreement.

We may assign the Customer Agreement on written notice to You. You may not assign the Customer Agreement without Our prior written permission.

Our failure at any time or for any period to enforce any right under the Customer Agreement shall not constitute a waiver of such right at any time thereafter.

If any provision of the Customer Agreement is held to be void, invalid, unenforceable or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.

The Customer Agreement represents the entire agreement between Us and You regarding access to and use of the Website and the Services.

Nothing in the Customer Agreement is intended to confer, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, any rights, remedies or benefits upon any person other than Us and You.

The Customer Agreement and each element thereof will be governed by and constructed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising under the Customer Agreement.

## Schedule 1 - Account and Entity Screen

### 1. SCHEDULE

This is the Schedule which governs Your use of the 'Account and Entity Screen' service ("**AES Service**", "**AES**") provided by Us on the Website. The definitions used in the Master Terms shall have the same meaning where used in this Schedule. By clicking the "Submit" button when You submit Your Service Registration form, You agree to accept this Schedule.

### 2. AES SERVICE

The AES Service is intended to help reduce fraud in the conveyancing market by providing You with an additional level of information to help You assess the risk associated with any particular transaction You are undertaking. The AES Service is intended purely to provide You with an additional step in Your efforts to protect against:

- vendor conveyancers or law firms who have been cloned to divert client monies to non-regulated accounts;
- unregulated vendor conveyancers or law firms holding themselves out as regulated entities; and/or
- infiltrators to valid regulated conveyancers or law firms changing requisitions on title to divert client money from valid regulated accounts to other accounts.

To help You achieve this, the AES Service enables You to check the name, sort code and account number for bank accounts held in England and Wales by the vendor's conveyancer or law firm, as well as their postcode and Solicitors Regulation Authority Number or Council for Licensed Conveyancers Number, ('**AES Search**'), if You have them and choose to insert this optional information in the LC search function against Our database ("**LC Database**") in order to verify that the AES Search information relates to an existing bank account that according to the LC Database has been used by other conveyancers or law firms in the past.

### 3. AES RESULTS

The AES Service will return, by email, one of 3 results:

- a *Frequent* Response means that the AES Service recognises the account number and sort code in the AES Search as valid and that there is in the LC Database a historic track record of use of this bank account by other conveyancers. However, a Frequent Response is not a statement by the AES Service that this bank account remains valid and safe;
- an *Infrequent* Response means that the AES Service recognises the account number and sort code in the AES Search, but according to the information in the LC Database the bank account has been used infrequently by other conveyancers, or is relatively new, or only a very small number of other AES searches have been carried out against it. However, an Infrequent Response is not a statement by the LC Service that this bank account is safe or suspicious or invalid or unsafe; or
- an *Unknown* Response means that the account number and sort code are unknown to the AES Service and are not in the LC Database and that, therefore, We do not have a historic track record of use of this bank account by other conveyancers. However, an Unknown Response is not a statement by the AES Service that this bank account is suspicious or invalid or unsafe.  
 ("**AES Results**").

The AES Results tell You purely whether the bank account You are checking is in the LC Database and, if so, whether according to the information in the LC Database it has been used frequently. None of the AES Results is a statement by the AES Service that a bank account is valid or safe or suspicious or unsafe and You should not treat them as such.

Any AES Result and the results of any further action that We may take on Your behalf should only form part of Your decision making process, including in particular whether You should further investigate a bank account. An AES Result is not, and You must not treat it as, a definitive finding or opinion that a bank account is or is not valid or safe or suspicious or unsafe.

An AES Result and the results of any further action that We may take on Your behalf must not be built into any process as an automatic decision to transfer or not transfer money to that bank account. Instead, an LC Result must be referred for further consideration as part of Your decision making process whether to further investigate the bank account and whether to transfer the money or not.

You acknowledge and agree that You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more AES Results including, without limitation, a decision to investigate further, or to proceed or not to proceed with a payment, or to inform the vendor's conveyancer that Your AES Search produced an Infrequent or Unknown result (which in certain circumstances might amount to tipping off).

#### 4. YOUR USE OF THE AES SERVICE

##### Fees and payment

In order to use the Service You must either set up a direct debit or have entered into a licence with us in respect of your use of the Service ('Licence'). You will be automatically directed to the direct debit mandate page of the Website right after You submit the registration form. Your Licence terms will be set out in a side letter to this Schedule.

Our fee for each AES Search that You carry out at any given time will be the fee set out in the 'Search' section of the Website plus VAT ("AES Fee"). The AES Fee covers (i) Your initial AES search, (ii) any further action that We may say is available and which You ask Us to take if Your initial search produces an Infrequent or Unknown AES Result (unless We notify You otherwise and You accept any additional charges), and (iii) any secondary AES Search that You may wish to carry out, for instance on the morning of completion.

##### Individual Purchase

If You choose to pay for AES Searches on an individual basis, subject to the Minimum Fee, We will invoice You by email at the start of each calendar month for the previous month if You carried out one or more AES searches. We require full payment of Our fees within 10 calendar days.

##### Annual licence

If You choose to make an advance purchase of a number of AES Searches You shall be entitled to pay for the aggregate AES Fees for such advance purchase in twelve equal monthly instalments. Subject to the Minimum Fee, We will invoice You by email at the start of each calendar month for Your monthly instalment for the previous month. You shall have 12 months from the date of purchase ("Search Year") to use all such AES Searches.

If during the Search Year You use all such AES Searches:-

- We will, subject to Minimum Fee, invoice You for the outstanding monthly payments due in respect of such advance purchase and such invoice shall be due within 10 days of the date of the invoice;
- any further AES Searches You make during the Search Year and thereafter shall, subject to the Minimum Fee, be charged at the rate charged for the individual purchase of AES Searches unless and until You make a further advance purchase of AES Searches;

any additional individually purchased AES Searches ("Excess Search Fee") shall, subject to the Minimum Fee, be calculated and invoiced at the start of the calendar month following the month in which the AES Search was made and such invoice shall be payable within 10 days of the date of the invoice.

##### Carrying out an AES Search

To use the AES Service, when You receive requisitions on title, simply log in, go to Account, go to Search and enter the mandatory AES Search Information (the sort code and account number of the entity that You wish to check) and any optional AES Search Information that You may have (the company name, SRA/CLC Number and/or postcode of the entity whose bank account You wish to check), and hit the Submit button. By hitting the Submit button You will incur the AES Fee, as specified above.

The AES Results will be emailed to the email address shown next to the Search function, unless You use the Manage Users function to change the email address to which You want Us to email the results of Your search.

#### 5. TERM AND TERMINATION

This Schedule remains in effect from acceptance by You, as set out in Clause 1, until termination by either Us or You on 30 days' notice in writing to the other. This Schedule shall terminate automatically on the termination of the Customer Agreement.



Clause 3 of this Schedule will continue in full force and effect following termination.

## Schedule 2 - Consumer Bank Account Checker

### 1. SCHEDULE

This is the Schedule which governs Your use of the 'Consumer Bank Account Checker' service ("**CBAC**", "**CBAC Service**") provided by Lawyer Checker on the Website. The definitions used in the Master Terms shall have the same meaning where used in this Schedule. By clicking the "Submit" button when You submit Your Lawyer Checker registration and CBAC Search, You agree to accept this Schedule.

### 2. CBAC SERVICE

The CBAC Service is intended to help reduce fraud in the legal market by providing You with an additional level of information to help You assess the risk associated with any particular transaction You are undertaking where funds are being sent to or received from individuals whose current account is held in the United Kingdom. The CBAC Service is intended purely to provide You with an additional step in Your efforts to protect against sending monies to bank accounts which are not held by the individual You believe to be the recipient or sender of the monies.

To help You achieve this, the CBAC Service enables You to check the sort code and account number of a bank account and the name, address and date of birth associated with it ("**CBAC Search**"), if You insert this information in the CBAC Service search function, against Our database ("**CBAC Database**") in order to verify that the CBAC Search information relates to an existing bank account held by Your client.

### 3. CBAC RESULTS

The CBAC Service will return, by email, the following results in relation to the CBAC Search:

1. Account Check
  - a. a *Match* response means that Consumer Bank Account Checker recognises the account number and sort code in the CBAC Search as valid. However, a *Match* response is not a statement by Us that this bank account remains valid and safe;
  - b. an *Unable to Match* response means that the bank account could exist but ownership cannot be confirmed. This means a definitive response cannot be given. It may be because the bank account holder is subject to old terms and conditions with their bank and therefore we do not have consent to receive information on this particular account from the bank due to its age. However, an *Unable to Match* response is not a statement by Us that this bank account is safe or suspicious or invalid or unsafe; or
  - c. a *No Match* response means that the account number and sort code are not recognised. This may be due to incorrect details being searched or the bank account may not be valid. However, a *No Match* response is not a statement by Us that this bank account is suspicious or invalid or unsafe;
2. Account Ownership
  - a. A Match response means that the ownership type you entered matches the information associated with the account.
  - b. A No Match response means that the ownership type you entered does not match the information associated with the account.
3. A Personal Details Score which shows how well the name and date of birth searched matches the information associated with the account. The match shall be measured by a score between 1 and 9, with 9 being the higher likelihood.
4. An Address Score which shows how well the address searched matches the information associated with the account. The match shall be measured by a score between 1 and 9, with 9 being the higher likelihood.

(together and individually the "**CBAC Results**"). None of the CBAC Results is a statement by Us that a bank account is valid or safe or suspicious or unsafe and You should not treat them as such.

Any CBAC Result and the results of any further action that We may take on Your behalf should only form part of Your decision making process, including in particular whether You should further investigate a bank account. A CBAC Result is not, and You must not treat it as, a definitive finding or opinion that a bank account is or is not valid or safe or suspicious or unsafe.

A CBAC Result and the results of any further action that We may take on Your behalf must not be built into any process

as an automatic decision to transfer or not transfer money to that bank account. Instead, a CBAC Result must be referred for further consideration as part of Your decision making process whether to further investigate the bank account and whether to transfer the money or not.

You acknowledge and agree that You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more CBAC Results including, without limitation, a decision to investigate further, or to proceed or not to proceed with a payment, or to inform the individual of the result that Your CBAC Search produced (which in certain circumstances might amount to tipping off).

#### 4. YOUR USE OF THE CBAC SERVICE

##### Fees and payment

In order to use the Service You must set up a direct debit. You will be automatically directed to the direct debit mandate page of the Website right after You submit the registration form.

Our fee for each CBAC Search that You carry out at any given time will be the fee set out in the 'Search' section of the Website plus VAT and will be determined by the number of CBAC Searches You purchase in advance ("**CBAC Fee**").

##### Individual Purchase

If You choose to pay for CBAC Searches on an individual basis We will invoice You by email at the start of each calendar month for the previous month if You carried out one or more CBAC searches. We require full payment of Our fees within 10 calendar days.

##### Annual licence

If You choose to make an advance purchase of a number of CBAC Searches You shall be entitled to pay for the aggregate CBAC Fees for such advance purchase in twelve equal monthly instalments. We will invoice You by email at the start of each calendar month for Your monthly instalment for the previous month. You shall have 12 months from the date of purchase ("Search Year") to use all such CBAC Searches.

If during the Search Year You use all such CBAC Searches:-

- We will invoice You for the outstanding monthly payments due in respect of such advance purchase and such invoice shall be due within 10 days of the date of the invoice;
- any further CBAC Searches You make during the Search Year and thereafter shall be charged at the rate charged for the individual purchase of CBAC Searches unless and until You make a further advance purchase of CBAC Searches;
- any additional individually purchased CBAC Searches ("**Excess Search Fee**") shall be calculated and invoiced at the start of the calendar month following the month in which the CBAC Search was made and such invoice shall be payable within 10 days of the date of the invoice.

If We terminate this Schedule during a Search Year:-

- (a) under the Master Terms We shall immediately invoice You for an amount equal to the outstanding monthly instalments and any Excess Search Fees;
- (b) Under Clause 5(a) You shall not be obliged to pay any remaining monthly instalments. We shall calculate the number of CBAC Searches which is proportionate to the expired part of the Search Year and multiply it by Your CBAC Search Fee for that Search Year. If the aggregate monthly instalments You have paid at termination exceeds the proportionate aggregate CBAC Search Fees we shall refund the excess to You. If the aggregate monthly instalments You have paid at termination is less than the proportionate aggregate CBAC Search Fees we shall invoice You for the shortfall and You shall immediately settle such invoice in full.

If You terminate this Schedule under Clause 5(a) during a Search Year We shall invoice You for an amount equal to the outstanding monthly instalments and any Excess Search Fees.

### **Carrying out an CBAC Search**

To use the CBAC Service, simply log in, go to Account, go to Search and enter the CBAC Search information (the sort code and account number of a bank account and the name, address and date of birth associated with it of the bank account that You wish to check) and hit the Submit button. By hitting the Submit button You will incur the CBAC Fee, as specified above.

The CBAC Results will be emailed to the email address shown next to the Search function.

### **5. TERM AND TERMINATION**

This Schedule remains in effect from acceptance by You, as set out in Clause 1, until termination by:

- (a) either Us or You on 30 days' notice in writing to the other; or
- (b) it terminates automatically on the termination of the Customer Agreement.

Clause 3 of this Schedule will continue in full force and effect following termination.

## Schedule 3 – THIRDFORT

### 1. SCHEDULE

This is the Schedule which governs Your use of the 'ThirdFort' service ("**ThirdFort**", "**ThirdFort Service**") provided by Lawyer Checker on the Website. The definitions used in the Master Terms shall have the same meaning where used in this Schedule. By clicking the "Submit" button when You submit Your Lawyer Checker registration and ThirdFort Search, You agree to accept this Schedule.

### 2. USING THE THIRDFORT SERVICE

The ThirdFort Service performs a digital ID scan and open banking technology to generate an instant ID check against a client based in the United Kingdom before any particular transaction. The ThirdFort Service is intended purely to provide You with an additional step in Your efforts to identify a client.

To help You achieve this, the ThirdFort Service enables you to digitally confirm a client's identity via a mobile app. The ThirdFort Service requires your client's name and telephone number which gives your client access to the mobile app to fill in their personal information and add documentation for the legal checks ("**ThirdFort Search**").

### 3. THIRDFORT RESULTS

Once your customer has filled in their details on the app and it is complete, you will receive the results in relation to the ThirdFort Search by way of pdf directly from the ThirdFort Service. The results will consist of a 'pass' or 'fail' in the following areas: document report (data consistency, data comparison, compromised document), facial similarity (face comparison, image integrity and visual authenticity), and electronic identity (data sources, data quality score and peps and sanctions), together with copies of the client's documentation, an appendix stating anything additional that has been flagged in the course of the ThirdFort Search (individually and collectively the "**ThirdFort Results**").

None of the ThirdFort Results is a statement by Us that the client or the transaction is valid or safe or suspicious or unsafe and You should not treat them as such.

Any ThirdFort Result and the results of any further action that We may take on Your behalf should only form part of Your decision making process, including in particular whether You should further investigate a bank account. A ThirdFort Result is not, and You must not treat it as, a definitive finding or opinion that a bank account is or is not valid or safe or suspicious or unsafe.

A ThirdFort Result and the results of any further action that We may take on Your behalf must not be built into any process as an automatic decision to transfer or not transfer money to that bank account. Instead, a ThirdFort Result must be referred for further consideration as part of Your decision making process whether to further investigate the the client and/or the transaction and whether to accept the money or not.

You acknowledge and agree that You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more ThirdFort Results including, without limitation, a decision to investigate further, or to proceed or not to proceed with the transaction, or to inform the individual of the result that Your ThirdFort Search produced (which in certain circumstances might amount to tipping off).

### 4. YOUR USE OF THE THIRDFORT SERVICE

#### Fees and payment

In order to use the Service You must set up a direct debit. You will be automatically directed to the direct debit mandate page of the Website right after You submit the registration form.

Our fee for each Third Fort Search that You carry out at any given time will be the fee set out in the 'Search' section of the Website plus VAT and will be determined by the number of ThirdFort Searches You purchase in advance ("**ThirdFort Fee**").

#### Individual Purchase

If You choose to pay for ThirdFort Searches on an individual basis, subject to the Minimum Fee, We will invoice You by email at the start of each calendar month for the previous month if You carried out one or more ThirdFort searches. We require full payment of Our fees within 10 calendar days.

#### Annual licence

If You choose to make an advance purchase of a number of ThirdFort Searches You shall be entitled to pay for the aggregate ThirdFort Fees for such advance purchase in twelve equal monthly instalments. Subject to the Minimum Fee, We will invoice You by email at the start of each calendar month for Your monthly instalment for the previous month. You shall have 12 months from the date of purchase (“Search Year”) to use all such ThirdFort Searches.

If during the Search Year You use all such ThirdFort Searches:-

- We will, subject to the Minimum Fee, invoice You for the outstanding monthly payments due in respect of such advance purchase and such invoice shall be due within 10 days of the date of the invoice;
- any further ThirdFort Searches You make during the Search Year and thereafter shall, subject to the Minimum Fee, be charged at the rate charged for the individual purchase of ThirdFort Searches unless and until You make a further advance purchase of ThirdFort Searches;
- any additional individually purchased ThirdFort Searches (“Excess Search Fee”) shall, subject to the Minimum Fee, be calculated and invoiced at the start of the calendar month following the month in which the ThirdFort Search was made and such invoice shall be payable within 10 days of the date of the invoice.

If We terminate this Schedule during a Search Year:-

- under the Master Terms We shall immediately invoice You for an amount equal to the outstanding monthly instalments and any Excess Search Fees;
- under Clause 5(a) You shall not be obliged to pay any remaining monthly instalments. We shall calculate the number of ThirdFort Searches which is proportionate to the expired part of the Search Year and multiply it by Your ThirdFort Search Fee for that Search Year. If the aggregate monthly instalments You have paid at termination exceeds the proportionate aggregate ThirdFort Search Fees we shall refund the excess to You. If the aggregate monthly instalments You have paid at termination is less than the proportionate aggregate ThirdFort Search Fees we shall invoice You for the shortfall and You shall immediately settle such invoice in full.

If You terminate this Schedule under Clause 5(a) during a Search Year We shall invoice You for an amount equal to the outstanding monthly instalments and any Excess Search Fees.

#### 5. TERM AND TERMINATION

This Schedule remains in effect from acceptance by You, as set out in Clause 1, until termination by

- (a) either Us or You on 30 days’ notice in writing to the other; or
- (b) it terminates automatically on the termination of the Customer Agreement.

Clause 3 of this Schedule will continue in full force and effect following termination.

## Schedule 4 – ntitle

### 1. SCHEDULE

This is the Schedule which governs Your use of the 'ntitle' service ("ntitle", "ntitle Service") provided by Lawyer Checker on the Website. The definitions used in the Master Terms shall have the same meaning where used in this Schedule. By clicking the "Submit" button when You submit Your Lawyer Checker registration and NTitle Search, You agree to accept this Schedule.

### 2. USING THE NTITLE SERVICE

You will need our express consent to use the ntitle Services. ntitle is a third party legal process outsourcing company who provide a title investigation service. They will complete a full title investigation dependent on the service that is required: i.e. freehold, leasehold, new build or unregistered. The information required for the service to be provided is:

- bespoke ref
- buyer's solicitors name and address
- seller's solicitors name and address
- tenure
- title number
- property address
- buyer's name
- purchase price

The files that are required are:

- official copy entries and plan (or other evidence of title),
- filed documents if relevant),
- lease (if relevant),
- pre-contract enquiries; and
- draft contract. Where the matter is a new build, they will also need the draft lease or transfer.

### 3. NTITLE RESULTS

The result will be provided by an encrypted email service from [support@lawyerchecker.co.uk](mailto:support@lawyerchecker.co.uk). You will receive the following: a detailed report on title for the purchaser and a title snapshot, namely a document giving vital information and an overview of the title for Your ease of reference throughout the purchase transaction. ntitle aims to return results within two working days of receipt of the complete instruction from Lawyer Checker. ntitle's working days are Monday to Friday excluding bank holidays.

We provide the order platform for the ntitle Services and ntitle provide the ntitle Service. We are not the provider of the ntitle Services and exclude all conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, in respect of the ntitle Results. Any condition, warranty or other term concerning the ntitle Service which might otherwise be implied into or incorporated within this Customer Agreement, whether by statute, common law or otherwise, is expressly excluded.

You acknowledge and agree that You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more ntitle Results including, without limitation, a decision to investigate further, or to proceed or not to proceed with the transaction, or to inform the individual of the result that Your ntitle Search produced.

## **4. YOUR USE OF THE NTITLE SERVICE**

### **Fees and payment**

In order to use the ntitle Service You must set up set up a direct debit. You will be automatically directed to the direct debit mandate page of the Website right after You submit the registration form.

The current fees for the ntitle Services are as follows:

- Freehold - £71.50 plus VAT
- Leasehold - £100.00 plus VAT
- New Build - £156.00 plus VAT
- Supplement for unregistered property files - £39.00 plus VAT.

## **5. TERM AND TERMINATION**

This Schedule remains in effect from acceptance by You, as set out in Clause 1, until termination by

- (c) either Us or You on 30 days' notice in writing to the other; or
- (d) it terminates automatically on the termination of the Customer Agreement.

Clause 3 of this Schedule will continue in full force and effect following termination.