



# Self-Serve Terms and Conditions of Use

**PLEASE READ CAREFULLY BEFORE USING SELF-SERVE. BY REGISTERING FOR SELF-SERVE, YOU AGREE TO ACCEPT THESE TERMS. IF YOU DO NOT WISH TO ACCEPT THESE TERMS, PLEASE DO NOT REGISTER FOR SELF-SERVE.**

## 1. WHAT'S IN THESE TERMS?

These terms tell you the rules for using our self-serve website (“**Self-Serve**”).

## 2. WHO WE ARE AND HOW TO CONTACT US

Self-Serve is a site operated by Zephyr Homeloans, a trading name of Topaz Finance Limited (“**We**”).

We are registered in England under company number 05946900 and have our registered office at Harman House, 1 George Street, Uxbridge, London, England UB8 1QQ.

Topaz Finance Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No 461671). Most buy-to-let mortgages are not regulated by the Financial Conduct Authority.

To contact us, please write to:

**Zephyr Homeloans, PO Box 12, Skipton, BD23 2HL**

## 3. BY USING SELF-SERVE YOU ACCEPT THESE TERMS

By using Self-Serve, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use Self-Serve.

We recommend that you print a copy of these terms for future reference.

## 4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms available at <https://zephyrhomeloans.co.uk/privacy> which also apply to your use of Self-Serve:

- Our Use of Your Personal Information Notice (please see section 14 below for more details).
- Our Cookies Policy which sets out information about the cookies on Self-Serve.

## 5. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use Self-Serve, please check these terms to ensure you understand the terms that apply at that time.

## 6. WE MAY MAKE CHANGES TO SELF-SERVE

We may update and change Self-Serve from time to time, including to reflect changes to our products, our users’ needs and our business priorities.

## 7. WE MAY SUSPEND OR WITHDRAW SELF-SERVE

Self-Serve is made available free of charge.

We do not guarantee that Self-Serve will always be available. We may suspend, withdraw or restrict the availability of all or any part of Self-Serve for business or operational reasons and this may be on either a temporary or permanent basis. We will try to give you reasonable notice of any suspension or withdrawal. However, this is not always possible. For example, access to Self-Serve may be suspended temporarily and without notice in the case of system failure, unscheduled maintenance or for reasons beyond our control.

While we endeavour to ensure that Self-Serve is available at all times, we shall not be liable if, for any reason, it is unavailable at any time or for any period.

## 8. WHO CAN USE SELF-SERVE?

**Self-Serve is directed to people residing in England and Wales only.** We do not represent that content available on or through Self-Serve is appropriate for use or available in other locations or jurisdictions.

Self-Serve is also intended for use by the account holder only.

In particular, Self-Serve is not available for use by any third party acting on behalf of the account holder, including by any of the following individuals:

- holders of a power of attorney; or
- Court-appointed deputies; or
- trustees in bankruptcy; or
- personal representatives.

## 9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

Whenever you access Self-Serve, you will be taken through a security process to confirm your identity.

We cannot prevent access to Self-Serve if a user's identity has been confirmed. Therefore, you must treat your security details as confidential information and not disclose them to anyone else. You must also take all reasonable steps to ensure that your security details are kept secret and to prevent anyone else accessing them.

For example, you should:

- never reveal your security details to anyone (including anyone claiming to work for us);
- never write-down your security details in a way that could allow others to access your account;
- never record your security details in any software which retains it automatically on your computer (for example any "save password" feature or function on your web-browser or toolbar);
- never allow anyone else to use the computer or device used to access your account without taking suitable precautions;
- never leave your computer or device unattended while logged-in to Self-Serve; and
- never forget to fully log-off from Self-Serve when you have finished using it.

We are not responsible if anyone else gains access to your information in any of the above circumstances (or similar). You should log in to your account frequently to check whether your security details might have changed without your knowledge.

You must tell us as soon as possible if you believe that:

- your security details have been disclosed to someone else; or
- someone has tried, may have tried, or might try to use your security details to access your information.

We have the right to disable any user account, identification code or password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

## 10. YOUR USE OF SELF-SERVE

If you use Self-Serve, your computer or device (including your web-browser and internet settings) must meet any reasonable requirements we may set.

We are the owner or the licensee of all intellectual property rights in Self-Serve and in the material published on it. This includes, without limitation, all layout, text, graphics, links, marks, documents, forms, notices, logos and trademarks. You may not use, copy, download, distribute or publish in any way such materials without our prior written consent (except where otherwise specifically indicated on Self-Serve). Those works are protected

by copyright laws and treaties around the world. All such rights are reserved.

In particular, you must not use any part of the content on Self-Serve for commercial purposes without obtaining a licence to do so from us or our licensors.

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

## **11. DO NOT RELY ON INFORMATION ON THIS SITE**

The content on Self-Serve is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Self-Serve.

Although we make reasonable efforts to update the information on Self-Serve, we make no representations, warranties or guarantees, whether express or implied, that the content on Self-Serve is accurate, complete or up to date.

## **12. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where Self-Serve contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We are not responsible for the content of any of those sites or resources and nor do we have any control over their contents. As such, you follow links to other websites or pages at your own risk and we are not responsible for any damages which may arise from the link.

## **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

**If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to Self-Serve or any content on it.
- We will not be liable to you 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, Self-Serve; or
  - use of or reliance on any content displayed on Self-Serve.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

**If you are a consumer user:**

- Please note that we only provide Self-Serve for domestic and private use. You agree not to use Self-Serve 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.

#### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Use of Your Personal Information Notice, which can be found at <https://zephyrhomeloans.co.uk/privacy>.

#### **15. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that Self-Serve will be secure or free from bugs or viruses.

You are responsible for configuring your computer or device (including your web-browser and internet settings) to access Self-Serve. You should use your own virus protection software.

You must not misuse Self-Serve by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Self-Serve, the server on which Self-Serve is stored or any server, computer or database connected to Self-Serve. You must not attack Self-Serve via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 Self-Serve will cease immediately.

#### **16. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

#### **17. OUR TRADE MARKS ARE REGISTERED**

Zephyr Homeloans is a registered trademark of Topaz Finance Limited, which you are not permitted to use without our approval.