

Please read these Terms of Use (“Terms”) carefully. These Terms are a legal document setting out your rights and obligations and those of McInroy & Wood Limited (“MWL” or “we” or “our” or “us”) in relation to the McInroy & Wood Onboarding App (the “App”) and apply in addition to the Legal Information relating to the general use of our website. These Terms may be amended without notice to you. In future, please refer to the Terms and Conditions tab for the current version. Your continued use of the App following any changes made to them will mean that you accept the Terms as amended.

By accepting these Terms, you are agreeing to the use of your personal data by MWL to administer your account, verify your identity and for other purposes as set out in our privacy policy. Your information will be shared with third parties to provide these services. Your information will also be shared with any joint applicants.

1. What this agreement does

The App provides electronic identity verification services and other data checks to our clients. The App is provided by a third party called TILLER TECHNOLOGIES Limited (“Tiller”). Its registered office is at 5 St Andrews Place, Charing Cross, St Helier, Jersey, JE2 3RP. Your intended use of this App may include provision of an image of yourself as well as any identification documents, captured by your device in real-time, as requested in order to verify your identity. We will also collect additional information from you in order to undertake relevant data checks such as, but not limited to, electronic address confirmation and/or politically exposed person/sanctioned status.

This agreement licenses you to use:

- the mobile application software or App and any updates or supplements to it;
- related electronic documentation; and
- the service you connect to via the App and any content we provide to you through it (collectively the “App”)

as permitted in these terms.

2. How you may use the App

In return for your agreeing to comply with these terms you may:

- use any permitted use of the App
- use any update of the App as we may provide to you

through a supported device that has an appropriate operating system.

3. What we ask of you

Each time you use the App, you will be confirming the following is true:

- a) any and all information, materials and/or documentations you submit about yourself or the entity of whom you are acting on behalf, are true, accurate, current and complete to the best of your knowledge and belief;
- b) you are not pretending you are someone you are not, impersonating or using anyone else’s data; if you are working for a firm, you have full rights and authority required to submit any information, materials and/or documentations you provide to or upload via the App;

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- c) you will only use the App in accordance with any instructions or materials provided by us from time to time through the Service, including any set out in these Terms;
 - d) you are at least 18 years old;
 - e) you will supervise and control the use of the App in accordance with these Terms;
 - f) if we have asked you to install an update you will ensure that the App installed is updated to the latest version at all times;
 - g) for your own protection, you will keep your passwords and/or access codes for accessing the App safe and secure; and
 - h) for your own protection, you will remove the App from your device if you sell (or otherwise dispose of) your device.

4. How we will communicate with you

By using the App, you agree that, to the extent permitted by law and regulation, we may contact you by electronic means (including by email or secure messaging on the App), and we are not required to but may contact you by paper means. Please note that there is no guarantee that any email sent will be received, or that the contents of any such email will remain private or unaltered during Internet transmission. We accept no liability for any damages you or others may suffer as a result of the non-receipt or the alteration or loss of confidentiality of any such information.

5. Your privacy and security

We are the data controller and we have directed Tiller how to hold and process your personal and confidential data. Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy ([McInroy & Wood | Privacy & Cookies policy | UK \(mcinroy-wood.co.uk\)](#)) and it is important that you read that information.

Tiller are the data processor and we have agreed with them how we hold any of your personal or confidential data with them. This information is provided in Tiller's [Privacy Notice](#) and it is important that you read that information. As part of the identity verification checking procedure, details of your name, address and other personal information may be submitted to a credit reference agency, and other required agencies.

Whilst we and Tiller have implemented strict security measures and high levels of encryption technology into the platform (further details contained in the Privacy Notice), please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App potentially may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

For your security, we ask you to

- a) ensure that any passwords or access codes that are used by you to access the App are kept in a safe and secure manner;
- b) notify us immediately if you become aware that there is or has been an unauthorised use of any of your passwords or access codes, or any other security breach relating to your account on any App; and
- c) accept you are responsible and liable for any person that uses your passwords or access codes to gain access to any App.

You understand and agree that we may monitor your access and use of the App.

There is a risk of unauthorised access to, or alteration of, your transmissions of data or of information contained on your computer system or in the App before we receive it. To the maximum extent permitted by law, we accept no liability for any loss and/or damage which you may suffer or incur as a result of such activity.

6. Liability

To the extent permitted by law, MWL accepts no legal liability for any loss, damages or expenses, including any direct, indirect, special or consequential loss (including without limitation loss of data, profit, revenue or business opportunity, economic loss or loss of goodwill) which you may suffer or incur by the access or use of this App or due to any restriction, suspension or termination of your use of this App, whether or not in the knowledge or contemplation of MWL at the time. MWL reserves its right to restrict, suspend or terminate your use of this App at any time in its absolute discretion. MWL also reserves the right to modify, restrict, suspend or terminate any or all of the services provided via the App.

MWL will use its reasonable efforts to keep this App operational at all times but does not guarantee that the App or that use of the App will be free from fault or error nor that the App will be permanently accessible. Access to the App may be interrupted or restricted at any time including for routine or emergency maintenance, repairs, to introduce new functionality or services, in the event of any loss, theft or unauthorised use of your username, password and/or PIN or if we reasonably believe you have failed to comply with these Terms.

MWL cannot be held responsible for any disruptions inherent in the operation of the internet and the world wide web (including those caused by viruses) beyond MWL's control and MWL excludes all liability for direct and indirect losses thereby caused or contributed to.

7. Severability

In the event that any part of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable then the remainder of the Terms shall remain valid and enforceable. If any part of these Terms is found by a court of competent jurisdiction to be invalid, then you nevertheless agree that the court shall endeavour to give effect to MWL's intentions as reflected in the Terms.

8. Waiver

Failure of any party to exercise and delay in exercising any right or remedy under these Terms will not operate as a waiver.

9. Assignment

You shall not assign these Terms or any of your rights and obligations hereunder without MWL's prior written consent.