

Terms and Conditions of use for Progressive Online

Effective from: 16th November 2020

These Terms and Conditions apply when you use Progressive Online. We recommend that you read these Terms and Conditions carefully before using Progressive Online as they form a legally binding contract between us and you.

By using Progressive Online, you confirm that you accept these Terms and Conditions and you agree to comply with them. If you do not agree to these Terms and Conditions, you must not use Progressive Online. We recommend that you print a copy of these Terms and Conditions for future reference.

If you allow an Administrator access to Progressive Online on your behalf, they will also, by using Progressive Online, be accepting these Terms and Conditions.

References to “**we**”, “**us**” or “**our**” in these Terms and Conditions means the Progressive Building Society and references to “**you**” or “**you’re**” or “**your**” means you, as a Mortgage Intermediary or your Administrator, if you have given authority to them to act on your behalf.

These Terms and Conditions specifically relate to Progressive Online. They are in addition to the terms and conditions that apply to your client(s)/our Member(s) mortgage account with us, our privacy policy and any other terms and conditions that apply between you and us.

General

- You agree to always having your client(s)/our Member(s) authority to act on their behalf, and their permission to pass their personal information to Progressive Building Society. The Society may lawfully use this data for the purposes of assessing and processing your client(s)/our Member(s) mortgage. The Society reserves the right to contact the borrower(s), your client(s)/our Member(s), and make any necessary enquiries regarding the product switch submitted to the Society by you and the client(s)/our Member(s) mortgage account;
- You understand that the Society’s products and services on Progressive Online are subject to availability and may be withdrawn or amended without notice. We can also amend any of the contents of our website(s) at any time and without notice;
- You agree to take reasonable steps to ensure all documents containing your client(s)/our Member(s) details are kept secure. If you send documentation to us or correspond with us electronically about your client(s)/our Member(s), you must use a secure encrypted format such as a secure email service;
- You agree that it is your responsibility to ensure that the borrower(s), your client(s)/our Member(s), have been informed about the product you have submitted for them through Progressive Online and they understand(s) the features and the terms and conditions of the product switch you have chosen for them.

1. Progressive Online

1.1 Progressive Online may not be available to all of our Member(s) and not all products and services will be available via Progressive Online. We will communicate with you in respect of which of your clients are eligible and which products and services are available, but if you do have any questions about this, then please contact our Online Support Team on 0800 0294 997.

1.2 Progressive Online is only available for use in the United Kingdom and Northern Ireland.

2. Registering for Progressive Online

- 2.1 You will receive an email from us if you are eligible to use Progressive Online, which will contain your registration information. You will then be required to complete your registration online at: <https://service.theprogressive.com/>
- 2.2 Only Mortgage Intermediaries who have received an email from us with their registration information will be able to register for Progressive Online.
- 2.3 When you first register for Progressive Online, we will need to verify your mobile number and email address. This verification will be carried out online and once completed you will be able to continue with the registration process.
- 2.4 When you first register for Progressive Online, you must choose a password and you will also be asked to download an Authenticator app from the App Store or from the Google Play store. This will be required for a second factor authentication check.
- 2.5 You can only have one set of login details at any one time for Progressive Online.
- 2.6 You can also allow an Administrator to access Progressive Online. This is a person you have given permission to use Progressive Online on your behalf. They will also be required to set up a password and verify their security details in the same way you have. Once an Administrator has verified their security details, they will have access to login to Progressive Online.
- 2.7 You must not share your security details with anyone, including your Administrator.
- 2.8 These Terms and Conditions also apply to your Administrator when using Progressive Online. We recommend that your Administrator reads these Terms and Conditions carefully before using Progressive Online.

3. Accessing Progressive Online

- 3.1 Each time you access Progressive Online we will ask you for your email address and password. You will also be asked to complete your second factor authentication. The second factor authentication will be carried by an authenticator app.
- 3.2 When you are eligible to select a new mortgage product online for your client(s)/our Member(s), you can login to Progressive Online using your login details. You will then be able to see details of your client(s)/our Member(s) mortgage(s) which are eligible for a product switch at that time.

4. Devices

- 4.1 You must have a device that is compatible with our systems and is running a compatible internet browser in order to use Progressive Online and to receive notices and information from us through this service. If your device does not meet our requirements, then you may not be able to access and use Progressive Online.
- 4.2 We may change the version of the browser or operating system Progressive Online works with at any time. We will give you reasonable notice in advance if we do this. Some features may not be available on all platforms or operating systems – visit our website for more information.
- 4.3 You must ensure that the device you use for Progressive Online remains secure. You should not leave your device unattended when you are logged onto Progressive Online and you should ensure any information stored or displayed on your device is kept secure.

5. Availability of Progressive Online

Progressive Online will usually be available 24 hours a day, but we do not guarantee that Progressive Online, or any content on it, will always be available or uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Progressive Online for business and operational reasons including when we carry out maintenance, upgrades or updates to Progressive Online.

In circumstances where we know access to Progressive Online may be interrupted or when Progressive Online will not be available to you, we will try to notify you in advance but there may be times when we are unable

to notify you in advance, for example, when we need to carry out emergency maintenance. Any notifications about availability will be on our website (theprogressive.com or theprogressiveforintermediaries.com) or on Progressive Online. If you need to contact us whilst Progressive Online is unavailable, please contact our Online Support Team. We will not be liable to you for any loss you suffer as a result of Progressive Online being unavailable to you, for however long the period might be. We will not be liable to you because you will still be able to enquire of your client(s)/our Member(s) account and request a product switch (e.g. by contacting a local branch) and contact us by other means (e.g. by telephoning our Online Support Team). Please contact us if you're unable to use the service and we'll do our best to help you. Our Online Support Team opening hours can be found on our website (theprogressive.com).

6. Errors and Viruses

- 6.1 We are not responsible for viruses and you must not introduce them.
- 6.2 We will maintain virus protection in accordance with good industry practice, but we do not guarantee that Progressive Online will be secure or free from bugs or viruses.
- 6.3 You are responsible for configuring your information technology, computer programmes and platform to access Progressive Online. You should use your own virus protection software.

7. Use of your client's personal data

- 7.1 We are committed to keeping your client's information secure and private. We will only use their personal information as set out in our privacy policy. A copy of our privacy policy can be found on our website (theprogressive.com), the terms of which are expressly incorporated into these Terms and Conditions by reference.
- 7.2 You should note that all calls to us may be recorded and/or monitored.

8. Security Information

- 8.1 You must always keep your security details (including your user ID, password, second factor authentication method and login details) safe and secure. You should choose a strong and secure password and you must keep your security details confidential. You must not disclose your security details to any third party.
- 8.2 We may ask for your email address when you contact us, but we will never ask you to give us your full security details (including your password).
- 8.3 You must follow any instructions we give you from time to time regarding the safe keeping and use of your security details (including your user ID, password, second factor authentication method and login details).
- 8.4 We have the right to disable any user ID, or password at any time, if in our reasonable opinion you have failed to comply with these Terms and Conditions.
- 8.5 We may de-activate, suspend or block your access to Progressive Online if you incorrectly enter your security details. You must then follow the online instruction to reset your password or contact the Online Support Team to re-enable use of the facility.
- 8.6 We have taken reasonable steps to ensure that Progressive Online is secure. However, we cannot guarantee the confidentiality or privacy of any information passing over the internet or that it will not be interfered with.
- 8.7 You should not access your account from any public internet access point such as a library or cyber cafe.
- 8.8 To enhance the security of your connection to Progressive Online and assist in the prevention of fraud, we will utilise a unique session specific security token.

9. If you think someone knows your security details

If you think that someone else knows your security details and you are unable to get into Progressive Online to change it, you should promptly notify us by contacting our Online Support Team. If you do not do so, you will be responsible for any instruction we receive and act on, even if it was not given by you. We will then suspend, de-activate or block access to Progressive Online until you are able to change the information.

10. Acceptable use of Progressive Online

- 10.1 You may not use Progressive Online:
 - 10.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 10.1.2 in a malicious manner;
 - 10.1.3 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
 - 10.1.4 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, logic-bombs, time-bombs, keystroke loggers, spyware, adware or any or other material that is malicious or technologically harmful or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 10.2 You also agree not to access without authority, interfere with, damage or disrupt:
 - 10.2.1 any part of Progressive Online including another user's account;
 - 10.2.2 any equipment or network on which Progressive Online is stored;
 - 10.2.3 any software used in the provision of Progressive Online; or
 - 10.2.4 any equipment or network or software owned or used by any third party.
- 10.3 You should not seek to modify or hack into Progressive Online.
- 10.4 You must not attempt to gain unauthorised access to Progressive Online, the server on which Progressive Online is stored or any server, computer or database connected to Progressive Online. You must not attack Progressive Online via a denial-of-service attack or a distributed denial-of service attack.
- 10.5 We shall be entitled to immediately de-activate, terminate, block, withdraw or suspend your access to Progressive Online if we have reasonable grounds to believe that you have breached any of the provisions set out in this paragraph 10 and/or attempted to gain access to our programs, systems, Progressive Online, or to accounts of other Members of the Society, or have attempted to introduce any viruses into our services, systems or Progressive Online.

11. Acting on online instructions

- 11.1 You are responsible for all instructions given through Progressive Online, by you or anyone acting with your authority.
- 11.2 We will carry out your requests following instructions given to us through Progressive Online by you or anyone acting with your authority.
- 11.3 We may refuse to act on instructions which would result in you failing to comply with these Terms and Conditions or the terms and conditions applying to your mortgage account, or if we exercise our rights in accordance with the terms and conditions applying to your client(s)/our Member(s) mortgage account.

12. Communications

- 12.1 If we have to contact you, we will do so by telephone, by emailing you at the email address you have provided or writing to you at the postal address you provided to us or, for certain communications, by posting notices on Progressive Online.
- 12.2 You are responsible for making sure that your details (including your contact number, address and email address) are kept up to date. Any changes to your details including to your account must be notified to us through the 'My Profile' page. We may contact you to request additional information if required.
- 12.3 If you fail to update your details you may not be able to access Progressive Online and may not receive notifications from us. We won't be responsible if we can't contact you or if we use out of date contact details to send you information.
- 12.4 We shall be entitled at any time to ask you to confirm in writing instructions you have given us via Progressive Online if we consider this is necessary or desirable for your security or for any other reason.

13. Account documentation

- 13.1 If you select a new mortgage product through Progressive Online, we will provide the following documentation through Progressive Online: the product switch offer, mortgage illustration and mortgage conditions applicable to the product switch. These documents will be

available to you on the home page.

- 13.2 Once a document has been sent to you via Progressive Online, we won't make any changes to them.
- 13.3 We may provide documentation to you and/or our Member by post to the commercial/residential address we have on record, if required.

14. Charges

- 14.1 We currently do not charge your client or you for using Progressive Online but there may be charges for certain types of transactions which can be carried out via Progressive Online. Please see the terms and conditions of the specific mortgage offer. Our current tariff of charges can be found at our website (theprogressive.com).
- 14.2 We may introduce a charge for using Progressive Online. Please see the section headed 'Changes to these Terms and Conditions & Progressive Online' below for more information.

15. Suspending and ending your use of Progressive Online

- 15.1 This contract will continue until you or us, bring it to an end in accordance with these Terms and Conditions.
- 15.2 You can cancel this contract at any time by contacting our Online Support Team. If you prefer, you can cancel or end this contract by writing to us at Progressive Building Society, 33 – 37 Wellington Place, Belfast BT1 6HH.
- 15.3 We may de-activate you from Progressive Online (which will result in you being unable to use Progressive Online) if:
 - 15.3.1 you do not log in and use Progressive Online within three months of first registering for it; or
 - 15.3.2 you have not used Progressive Online for over 13 months; or
 - 15.3.3 we reasonably believe that the device you use to access Progressive Online poses any kind of threat to that service – for example, if it is infected with a virus or malware.
- 15.4 If we de-activate you from Progressive Online for one of the above reasons, you may be able to re-activate your access for Progressive Online if you wish to use it in the future.
- 15.5 We may suspend or cancel your right to use Progressive Online under certain circumstances in accordance with the terms and conditions that apply to your client(s)/our Member(s) mortgage account. We'll try to tell you in advance (including reasons) or, if we cannot, immediately afterwards, unless, in each case, this would compromise our reasonable security measures, or it is unlawful to do this. We'll lift any suspension once the reason for the suspension has ended.
- 15.6 We may immediately suspend or terminate this contract and/or terminate, suspend, restrict, withdraw or stop (either temporarily or permanently) your use and access of Progressive Online where:
 - 15.6.1 we believe that your security details haven't been kept safe;
 - 15.6.2 we suspect that your security details have been used fraudulently or without your permission;
 - 15.6.3 we believe it is necessary to comply with a legal or regulatory requirement;
 - 15.6.4 we believe that you have knowingly given us false information about yourself;
 - 15.6.5 we believe it's appropriate in order to protect your account;
 - 15.6.6 as appropriate, in accordance with paragraphs 8.5, 9. or 10.5; or
 - 15.6.7 you've broken any of these Terms and Conditions or any other terms and conditions referred to in these Terms and Conditions in a serious way.
- 15.7 We'll usually tell you before or immediately after we take any of the steps in paragraph 15.6. We'll also explain why we've done so, unless we're unable to contact you or there's a legal or security reason which means we can't provide an explanation.
- 15.8 If your access to Progressive Online is suspended, terminated or otherwise stopped and/or this contract is terminated or suspended, this will not have any impact on your mortgage or other accounts and products with us, unless we also take action under the terms and conditions that apply to the relevant account, mortgage and/or product. You will still be able to use your accounts (e.g. by contacting a local branch). Please contact the Online Support Team for more information.

16. Changes to these Terms and Conditions & Progressive Online

- 16.1 Our contract with you could last a long time, so we may need to make changes to it from time to time. For example, we may need to make changes to our Progressive Online service, including to add or remove features or services. We may also need to introduce new charges or change existing charges.
- 16.2 When making any changes we'll always act proportionately and responsibly in the broader interests of our Members.
- 16.3 We can predict some of the reasons why we might need to make changes to these Terms and Conditions or Progressive Online. These are:
- 16.3.1 Because of changes in costs for running our business or for providing new or existing services to you or your client(s)/our Member(s) including changes in our costs of funding. For example, these costs could include administrative costs, employment costs, building costs and technology costs, or changes in costs of a service or benefit provided by us or by anyone else. For example, if our operational costs increase, we may allocate a proportion of these costs to our Progressive Online customers.
 - 16.3.2 Because of developments in technology, or in the way the financial services industry generally delivers services. For example, to reflect advances in digital banking.
 - 16.3.3 To respond to changes, or reasonably anticipated changes, in the law or codes of practice which apply to us or because of a decision by a court, ombudsman or regulator. For example, the Financial Ombudsman could make a ruling in relation to a particular customer which has a knock-on impact on our other customers, which may mean we need to change our terms and conditions.
 - 16.3.4 To meet regulatory requirements. For example, to reflect any changes in requirements or guidance from a Regulator or to make sure we can continue to meet existing requirements or guidance. This includes requirements affecting the amount of money we have to hold in reserve. To withdraw functionality (for example, due to customer demand for services and features).
- 16.4 However, because you might use Progressive Online for a long time, we can't anticipate everything that may happen over this period. This means we may also need to make other changes. If we do, when we tell you about the change, we'll explain how it will affect you.
- 16.5 We can also introduce or amend any charges for any other valid reason which isn't outlined above.
- 16.6 If we want to make a change that's beneficial to you, we don't need a reason to make that change.
- 16.7 How and when we'll tell you about a change depends on the type of change we're making.

16.7.1 When we will give you two months' notice:

- If we introduce a charge for using Progressive Online or make any changes to an existing charge for using Progressive Online, we will give you no less than two months' notice and we will tell you by writing to your address or by telling you personally in an electronic format that is equivalent to writing, such as by email.

When we will give you a month's notice:

- We will normally give you 30 calendar days' notice before any change to these terms and conditions or any withdrawal of services takes effect unless it is not practical or possible to do so, in which case we will tell you as soon as we can after the change takes effect. We will notify you of the change through Progressive Online or by personal notice such as a letter or email to the addresses that we hold for you if we consider it appropriate to do so. The new terms and conditions and/or details of the amended services may be displayed on screen and you may be asked to read and accept them the next time you log in. Since we can give you notice of changes to the terms and conditions/services within Progressive Online itself we recommend that you log on at least every 14 calendar days.

16.7.2 When we will make the change without giving you advance notice:

- We may change the layout, configuration or content of Progressive Online, introduce new features, withdraw features, change the way that services are provided and/or introduce new services at any time. We can do this without giving you prior notice, provided these changes:
- do not have a serious adverse effect on the existing services we provide to you at the time of the change; and

- do not change your legal rights under these terms and conditions.

16.8 If you're not happy with a change we tell you about in advance, and you decide you would like to end the service, you can do so in accordance with Condition 15.2. If we don't hear from you within 30 calendar days (or within two months if we've notified you that far in advance) of us telling you about the change, we'll take it to mean that you've accepted the change.

17. Information on Progressive Online

- 17.1 We are the owner of all intellectual property rights in Progressive Online, and in the material and information published on Progressive Online. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You are not permitted to download, reproduce, store or transmit any information on Progressive Online other than for your own personal use. If you print off information, data, text or forms, you must not alter, amend, or copy them.
- 17.2 The information provided via Progressive Online does not constitute financial or other professional advice. If you want to take up any services or products via Progressive Online, please seek further information from us or from a professional advisor.
- 17.3 Although we make every effort to update the information available via Progressive Online, we make no representations, warranties or guarantees, whether express or implied, that the content available via Progressive Online is accurate, complete or up to date.

18. Linked websites

- 18.1 Where Progressive Online 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 have no control over the contents of those sites or resources.

19. Applicable laws & where to bring proceedings

The Terms and Conditions are governed by the laws of Northern Ireland. You can bring legal proceedings in the Northern Ireland courts but if you live in another country, you can bring a claim in the courts which are local to you.

20. Other important terms

- 20.1 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.2 Even if we delay in enforcing these Terms and Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking any of these Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 20.3 If there are any delays, interruptions or failures in the performance of our obligations under these Terms and Conditions caused by an event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays, interruptions or failures caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract.
- 20.4 Nobody else has any rights under these Terms and Conditions. These Terms and Conditions apply between you and us. No other person shall have any rights to enforce any of these Terms and Conditions.
- 20.5 We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. This contract is personal to you. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.

21. Regulatory Information and Complaints

- 21.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register Number is 161841. We are a member of the Building Societies Association.
- 21.2 We have an internal complaints procedure should your client(s)/our Member(s) wish to complain. Our staff will explain the procedure to your client(s)/our Member(s) and will provide a copy of our internal complaints procedure leaflet to them or they can visit our website theprogressive.com. If your client(s)/our Member(s) has followed our complaints process but they disagree with the response they can refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567 or 0300 123 9123, email: complaint.info@financial-ombudsman.org.uk, website: financial-ombudsman.org.uk
- 21.3 We are a subscriber to the Financial Services Compensation Scheme. To find out more, see the Scheme's website fscs.org.uk, call them on 0800 678 1100 or 020 7741 4100, email them at enquiries@fscs.org.uk, fax them on 020 7892 7301 or write to them at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.