



## Terms of use

### Terms of Use of the Bank of Ireland Mortgage Solution ("website")

Access to this website and the use of information relating to it, including availing of any services and/or products is subject to these Terms of Use.

Before proceeding further, you should carefully read these Terms of Use together with the Bank of Ireland Data Privacy Notice and the Privacy Statement and cookies notices of the Bank of Ireland Group. These can be found on our website at [bankofireland.com/privacy](https://bankofireland.com/privacy). By proceeding further you are deemed to have read and accepted these documents and will be bound by them.

#### 1. Definitions

In these Terms of Use, the following terms shall have the meanings indicated:

- ▶ **"Terms of Use"** – the terms and conditions of use of this website;
- ▶ **"Bank of Ireland"** – means the Governor and Company of the Bank of Ireland;
- ▶ **"Bank of Ireland Group"** – includes Bank of Ireland Group plc, The Governor and Company of the Bank of Ireland and its subsidiaries and associates including Bank of Ireland Mortgage Bank;
- ▶ **"Privacy Statement"** – means Bank of Ireland Group's statement of practice as regards the privacy and security of your information when accessing and/or using this website and any of its services including, but not limited to, submitting a Standard Financial Statement, applying for an alternative repayment arrangement and signing or receiving documentation in relation to that alternative repayment arrangement. You can read a copy of the Bank of Ireland Group's Privacy Statement at [bankofireland.com/privacy](https://bankofireland.com/privacy).
- ▶ **"you"** – means any and all natural persons accessing, using this and/or availing of any information and/or services available through this website;
- ▶ **"we"** and **"our"** and **"us"** – means Bank of Ireland Mortgage Bank, Bank of Ireland and Bank of Ireland Group as applicable;
- ▶ **"Website"** – the website accessible at Bank of Ireland Mortgage Solution

#### 2. Governing law and jurisdiction

Information appearing on this website is provided in accordance with and subject to the laws of the Republic of Ireland. The laws of the Republic of Ireland govern the conduct and operation of this website and any products or services provided availed of via this website. The courts of the Republic of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with these Terms of Use, the information contained on this website, and any use made of that information. Any such claims or disputes shall be resolved in accordance with the laws of the Republic of Ireland.

#### 3. Disclaimer as to accuracy of information

Care has been taken in the preparation of the information contained on this website, which is provided on an "as is" basis. However, we do not make any representations or warranties as to the accuracy, completeness, timeliness, merchantability, or fitness for a particular purpose of the information contained on this website. Any information, whether or not it is classified as "real time", may have stopped being current by the time it reaches you. Any opinions or comments expressed on this website reflect our judgement at the date of issue and are subject to change without notice. Where we provide a quote or an estimate of the cost of repayments for a mortgage loan, this does not and is not intended to constitute an offer to buy or sell or a representation that a purchase or sale can be affected at that price.

#### 4. Need for professional advice

The information on this website is for general information purposes only. It does not constitute advice. Therefore, you should not rely on any information contained on the website in relation to a specific issue or decision without taking advice from an appropriately qualified professional adviser. In particular, we recommend that you obtain independent legal advice before signing any agreement relating to your mortgage loan.

## 5. Prohibited use of the website

The information on this website is not provided and should not be used in any state or jurisdiction where accessing or use of such information is prohibited, whether in the format in which it is presented in this website or any other format. In addition, you agree not to use the website or cause the website to be used:

- ▶ in a way that could damage the availability, performance or integrity of the website;
- ▶ for any commercial purpose, including (but not limited to) screen-scraping or direct marketing activities. Nor will you use the website to participate in or cause others to participate in sending unsolicited messages, advertising or promotional material;
- ▶ to harvest information about individuals, including email addresses;
- ▶ to upload or transmit any material which contains viruses or any other harmful or malicious programs;
- ▶ contrary to the terms and conditions of any internet service provider whose services you may use.

If you have any doubt about the legality of your using this website, you should not continue any further and immediately exit the website.

Bank of Ireland Group accepts no liability arising from the use or viewing of the website which is in contravention of the laws of the jurisdiction in which you are resident, domiciled or located. Only residents of the Republic of Ireland are eligible to access and use this website and apply for a mortgage loan. You must be resident in the Republic of Ireland and over 18 years old to access and use the website to interact with Bank of Ireland in relation to your mortgage loan.

## 6. General provisions

You acknowledge that you are solely responsible for the use to which you put the website along with any third party content made available on the website. You also acknowledge that you are solely responsible for all the results and information you obtain from either, and that all liability is excluded to the fullest extent permitted by law.

Nothing in these Terms of Use shall exclude, limit or restrict any member of the Bank of Ireland Group's duties or liabilities to you under legislation, which regulates the provision of mortgage loans or any conduct of business rules which the Bank of Ireland Group is required to comply with.

## 7. Online access and documentation

- ▶ The services available using the website, include, but are not limited to, the following:
  - ▶ Submitting a Standard Financial Statement to us;
  - ▶ Applying for an alternative repayment arrangement for a mortgage loan;
  - ▶ Viewing documentation and uploading documentation relating to your mortgage loan;
  - ▶ Electronically signing agreements and other documentation relating to your mortgage loan.
- ▶ We may remove your access to the website where you do not log in or use the website for over 15 months. In such cases, you will no longer be able to view the documentation for that policy online using the website. You should therefore download and print a copy of all documents we provide you via the website for your records. You will be notified of all documents expirations.
- ▶ Your responsibilities in relation to the website:
  - ▶ You agree to use the website is for your personal use only.
  - ▶ You agree that any information uploaded to the website or otherwise provided by you using the website is accurate and complete.
  - ▶ You will not upload any false, indecent, inappropriate/illegal content, or conduct any inappropriate/illegal activities using the website.
- ▶ We may ask you to answer security questions, use a password or other security credential, or a combination of security credentials, before allowing you to:
  - ▶ use the website,
  - ▶ sign agreements using the website; or
  - ▶ give us instructions using the website.

- ▶ You must never share your password or security credentials with anyone. If you know or suspect your security credentials are known by someone who should not know them, you must tell us immediately.
- ▶ You must maintain suitable equipment to enable you to use the website. For example, a computer with a suitable browser and up-to-date security software. Further details are available in the accessibility section of [www.bankofireland.com](http://www.bankofireland.com).
- ▶ We put reasonable IT security measures in place. However, we cannot guarantee the privacy or security of any information that concerns you and passes over the internet. This is because of the nature of the internet. If you use the website, you acknowledge and accept these risks.

## 8. Consent

By registering for the website you agree that:

- ▶ documentation provided using the website (including, but not limited to, a Standard Financial Statement, Alternative Repayment Arrangement letters or an agreement amending your mortgage loan agreement) will be signed and accepted electronically.
- ▶ you will not seek to avoid your responsibilities to the Bank under your mortgage loan agreement or any amendment to it based on the fact that you signed a document or amendment agreement using an electronic signature as opposed to a hand-written signature on paper.

The acceptance of electronic documents in the way specified above is governed by the Electronic Commerce Act 2000 (the "Act") and EU Regulation No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (the "EIDAS Regulation").

## 9. Variation of content/amendments

The contents of this website, including these Terms of Use, are subject to change and to being updated without notice from time to time.

We reserve the right in our absolute discretion at any time and without notice to remove, amend, alter or vary any of the content which appears on any page of this website. This includes the Terms of Use. Any changes to these Terms of Use will be posted on this website. By continuing to use this website following any such change, you agree to be bound by the revised Terms of Use

## 10. Entire agreement

These Terms of Use, the Bank of Ireland Group Data Privacy Notice, the Bank of Ireland and Bank of Ireland Mortgage Bank Terms of Business as applicable, and any of the additional terms referred on the pages of the website, constitute the entire agreement between the Bank of Ireland Group and you with respect to your access to and use of the website and any third party site accessed through the website. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

## 11. Hypertext links

No third party is permitted to create a link to this website without our prior written consent.

Some pages on this website have hyperlinks to other websites which not owned or maintained by us. We will not be liable in any way for the content, availability or use of those websites by you and you use such hyperlinks entirely at your own risk.

## 12. Third party content

This website may make available information and resources from third parties, including (but not limited to) text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material, including the metadata relating to any such content ("Third Party Content").

You acknowledge that any third party content made available through our website:

- a. has not been created by or endorsed by Bank of Ireland Group and that Bank of Ireland Group has no control over and assumes no responsibility for the third party content;
- b. is made available for general informational purposes only and the availability of third party content on our website does not constitute a recommendation or solicitation to make any investment decision or enter into any other transaction;
- c. is obtained from sources believed to be reliable, but no guarantee is made by Bank of Ireland Group or the providers of the third party content as to its accuracy, completeness, or timeliness.

### **13. Data protection**

Bank of Ireland Mortgage Bank will use your personal data in the manner set out in the Bank of Ireland Group Data Privacy Notice.

### **14. Right of Bank of Ireland Group to information (copyright and trade marks)**

The information and services contained on and/or accessed through this website are, unless otherwise stated, the property of Bank of Ireland Group. All intellectual property rights associated with the website and its contents (including any products or services) are reserved to Bank of Ireland Group and its licensors. This shall also apply, subject to any alterations as necessary, to attempted access of the website and attempted use of information.

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- ▶ print out hard copies and, where you have used a service and/or taken out a loan, download and retain an electronic copy for personal use.