

Lead Programme Rules

These Lead Programme Rules are supplementary to the Affiliate Agreement in place between the Parties and unless the context otherwise requires or the words are expressly defined within the Content Solution Agreement they shall have the meanings given to them in the Affiliate Agreement:

1. Definitions

1.1 In this Agreement the following words shall have the following meanings unless otherwise expressly stated:

“Affiliate” means the publisher of the website or other media which presents product advertising or promotional material in respect of a Product to the Customer

“Affiliate Website” means the website or websites owned, operated or managed by the Affiliate with its domain or domains being located at the URL(s) notified to OMG on Registration;

“Approved Telephone Number” means the telephone number(s) provided by Broker and displayed on the Approved Web Form and Data Feed.

“Approved Web Form” means either the Hosted Solution or a Web Service form;

“Broker” means the end buyer of the customer lead

“Customer” means a person who has expressed an interest to the Affiliate in purchasing an Product;

“Customer Lead” means the Customer’s contact details and all other information relating to a Customer including without limitation the specific details of the Product that the Customer has expressed an interest in purchasing and express consent from the Customer to being contacted by a Buyer regarding the provision of such Product which are submitted from an Approved Web Form by the Affiliate to OMG;

“Product”

uk.omgpm.com/terms/ml2503 means a financial services product or service;

“Invalid Lead” has the meaning given to it in the Invalid Lead Policy;

“Invalid Lead Policy” means the policy on invalid leads as set out in Schedule 1 to this Agreement as may be amended from time to time by OMG on notice to the Affiliate;

“Prospect” means a Customer Lead as defined by Clause 4.1;

“Purpose” means the purpose of OMG submitting the data received from the Affiliate to the Broker to provide mortgages to Customers.

“Registration” means the process by which the Affiliate accepts the terms and conditions of this Agreement either on OMG Compare Publisher Insertion Order or within the Affiliate Account in the OMG System.;

“Success Lead” means a Customer Lead as defined by Clause 4.2;

“Telephone Lead” has the meaning given to it in the Telephone Lead Policy;

“Telephone Lead Policy” means the policy on leads generated by telephone as set out in Schedule 2 to this Agreement as may be amended from time to time by both parties;

2. Affiliate’s Obligations

2.1 The Affiliate undertakes:

(a) to use an Approved Web Form for the generation of Customer Leads and

(a) to include, within thirty (30) calendar days from Registration and for the duration of this Agreement, the Approved Web Form on the Affiliate Website;

(b) to arrange for the Approved Web Form to provide the captured data in a format acceptable to OMG (as specified by OMG from time to time);

(c) to obtain the consent of all Customers entering their personal data into the Approved Web Form, in a timely and reasonable manner before the Customers’ data is submitted to OMG, such that the Affiliate ensures that:

(i) Broker is the data controller in respect of the personal data; and

(ii) Broker can use the personal data for the Purpose,

(d) to collect the information entered into the Approved Web Form in a manner that is compliant with any and all Regulations and applicable laws. The Affiliate shall indemnify OMG against all losses, costs damages and expenses arising as a result of a breach of this Clause

(e) to supply Customer Leads exclusively to OMG and not to use such Customer Leads for any other purposes, or to supply such Customer Leads to a third party;

(f) to provide OMG with five (5) working days' notice of any web site other than the Affiliate Website on which an Approved Web Form will be displayed;

(g) not to delay the Leads being delivered to OMG or send the Leads together in batches

(h) not to provide any discount, rebate or gift as an incentive for Customers to complete the Approved Web Form;

(i) not to undertake any act or omission which would result in OMG being in breach of any laws, regulations (including without limitation the Act) or codes of conduct and to only act in accordance with the instructions of OMG in respect of the personal data. The Affiliate will take appropriate technical and security measures for the protection of the personal data;

(j) not to include on the Affiliate Website any content which is illegal, defamatory, obscene, pornographic, racist, or derogatory; and

(k) not to undertake any act or omission which causes damage to OMG's brand or reputation.

2.2 The Affiliate acknowledges that OMG does not accept any responsibility for ensuring that the Affiliate meets any regulatory requirements for the Affiliate Website or generation of Customer Leads.

3. Warranties

3.1 Both parties each confirm that they will use reasonable skill and care in the performance of their obligations.

3.2 The Affiliate warrants that all Customer Leads supplied to OMG are supplied on an exclusive basis and that the Affiliate shall not use a Customer Lead for its own purposes or supply a Customer Lead to a third party.

3.3 The Affiliate shall not, for the duration of this Agreement, and for a period of six (6) months after termination of this Agreement, solicit or attempt to solicit the custom of any Buyer or any other person the details of whom were obtained from OMG in connection with this Agreement.

3.4 The Affiliate warrants that it shall not conduct any activity that shall have an adverse impact on the reputation of OMG or its customers, employees, agents or contractors.

4. Charges

4.1 If OMG receives a Customer Lead which it then forwards to the Broker, then that Customer Lead will constitute a “**Prospect**” for the purposes of this Agreement.

4.2 If the Customer Lead is deemed to be a valid lead, as defined in Schedule 1, or otherwise in accordance with the Programme Rules, then that Prospect will constitute a “**Success Lead**” for the purposes of this Agreement.

5. Intellectual Property Rights

5.1 Other than as strictly necessary for the purpose of Clause 2, the Affiliate does not have any right to use any of OMG’s intellectual property rights (including without limitation OMG’s copyright and trade marks (whether registered or unregistered), the Hosted Solution and Resource Code) or any materials supplied by OMG without OMG’s prior written approval.

5.2 OMG grants the Affiliate a non-exclusive, non-transferable licence of the Resource Code or Hosted Solution (as necessary) for the duration of this Agreement for the sole purpose of creating and using an Approved Web Form on the Affiliate Website.

5.3 OMG accepts no liability for any loss suffered by the Affiliate resulting from use of the Resource Code or Hosted Solution.

6. Confidentiality

6.1 All Confidential Information disclosed or obtained as a result of this Agreement shall be kept confidential by the parties and neither party shall use or disclose such Confidential Information. Where such Confidential Information is disclosed by a party to its employees, agents or sub-contractors, it shall be subject to confidentiality obligations as set out in this Agreement.

7. Limitation of Liability

7.1 Nothing in this Agreement shall restrict or exclude either party’s liability for death or personal injury resulting from that party’s negligence. Nothing in this Agreement shall restrict or exclude either party’s liability for fraud, nor for fraudulent misrepresentation, nor for any liability which may not be lawfully limited or excluded.

7.2 Neither party shall be liable in any circumstances to the other party for consequential, special or indirect losses, or the following losses whether direct or indirect.

8. Termination

8.1 Either party may terminate this Agreement upon thirty (30) calendar days' notice to the other party after the initial period detailed on OMG Compare Publisher Insertion Order.

8.2 Either party may terminate this Agreement immediately upon notice in writing to the other party in the event that the other party commits a breach of its obligations under this Agreement and:

(a) such breach is material and cannot be remedied; or

(b) such breach is material and possible to remedy and that other party fails to remedy such breach within thirty (30) calendar days of having been required in writing to remedy such breach.

8.3 OMG may terminate this Agreement immediately on notice to the Affiliate if:

(a) in its absolute discretion, it considers the Affiliate to have submitted a Customer Lead containing data that does not meet the requirements as stated;

(b) at any time, the Invalid Lead Ratio, measured over the preceding period of forty-five (45) calendar days is greater than 20%

9. Contracts (Rights of Third Parties) Act 1999

9.1 The Parties to this Agreement do not intend any third party to have any benefit under this Agreement. The Parties therefore agree that no third party shall have the right to enforce any term of this Agreement.

10. Variations

This Agreement may be varied by OMG by notifying such changes to the Affiliate by way of email or by supplying the Affiliate with a URL containing the updated Agreement. In the event that the Affiliate disagrees with such changes the Affiliate shall be entitled to terminate this Agreement on notice without further liability to OMG. No other variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each party.

11. Law and Jurisdiction

11.1 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

Schedule 1 – Invalid Lead Policy

1. Validity of Leads (both policies)

1.1 Broker considers a Customer Lead valid where:

- a) a Customer confirms their Express Consent to be contacted by Broker;
- b) the Customer Lead matches Broker's criteria, where the criteria entered by the Customer are applicable, of:
 - (i) first name
 - (ii) surname
 - (iii) postcode
 - (iv) Product type;
- c) there is a valid UK telephone number; and
- d) in the case of Telephone Leads only, it is an Acceptable Telephone Lead according to the Telephone Lead Policy.

2. Grounds for Invalidity – Industry Standard policy

2.1 Broker will only invalidate Customer Leads if:

- a) the Customer Lead contains contact details that do not work, i.e. the telephone numbers supplied either do not ring, do not allow voice conversation (e.g. fax machine) or have an automated "number not in service" type message, ("**Invalid Phone Number**");
- b) a Customer completes the same form twice ("**Duplicate Lead**") and within three (3) calendar days of receiving an original Customer Broker receives a duplicate Customer Lead regarding that Customer, in which case the duplicate Customer Lead shall not be valid;

c) The Customer Lead contains contact details that are clearly test leads i.e. contain the words “test” or “testing” in the name and/or email address (**Test Lead**)

d) The Customer Lead contains contact details that are clearly bogus e.g. fictional names or random characters (**Hoax Enquiry**)

3. Grounds for Invalidity – Broker enhanced policy

3.1 In addition to 2.1 a), b), c) and d) above, Broker will also invalidate Customer Leads if;

3.2

a) The Customer Lead contains contact details that do not belong to the Customer (**“Wrong Number”**)

b) after Broker’s reasonable attempts to contact the Customer, it is established by Broker’s independent analysis that none of the contact details in the Customer Lead enable contact to be made with the Customer (**“Unable To Contact”**);

c) it is established by Broker’s independent analysis that the Customer did not make the enquiry on their own behalf or on behalf of their partner living in the same household. (**“Client did not make enquiry”**)

4. Unfit Grounds for Invalidity – Industry Standard Policy

4.1 Broker will not invalidate Customer Leads for customers who have sourced their advice elsewhere following submission of their enquiry. Broker will follow up on a Customer Lead as quickly as possible to ensure it remains as fresh as when it was delivered.

4.2 Broker will not invalidate Customer Leads for customers who have changed their mind about receiving advice, or whose circumstances have changed, following submission of their enquiry.

4.3 In the case of mortgages, Broker will not invalidate Customer Leads for customers who might incur redemption penalties and/or have decided to remain with their current lender.

4.4 Broker will not invalidate Customer Leads where Broker has been unable to contact the customer via any of the contact details in the Customer Lead, except where the telephone numbers do not work.

4.5 In the case of mortgages, Broker will not invalidate Customer Leads for customers who are unemployed, on a low income, or want to borrow more than they can afford. Broker does carry out quality checks to ensure a reasonable loan-to-value ratio however Broker does not invalidate Customer Leads on the basis of income or loan-to-value.

4.7 Broker does carry out validity checks on Customer Leads and asks questions relating to Customer affordability for the product required; but does not invalidate Customer Leads on the basis of affordability.

4.8 Broker does not invalidate Customer Leads for customers who subsequently claim they were not interested at the time they submitted their details.

5. Unfit Grounds for Invalidity – Broker enhanced Policy

5.1 All elements of Clause 4 will apply, with the exception of 4.4

5.2 Broker does not invalidate Customer Leads submitted as "Unable to Contact" who have a personalised answering service or voice mail that identifies the Customer as contactable on the given number.

6. Auto Invalidation

6.1 Invalid telephone numbers (incorrect numbers) will be recognized at the point of customer submission and will be automatically invalidated accordingly.

Schedule 2 – Telephone Leads Policy

1. Telephone Leads

1.1 Broker considers a Customer Lead to be a telephone generated lead (“**Telephone Lead**”) for Customer data that is captured following a Customer inbound call on one of the Approved Telephone Numbers displayed on the Hosted Solution or on the Data Feed.

2. Acceptable Telephone Leads

2.1 A Telephone Lead is an Acceptable Telephone Lead where the customer has contacted Broker using one of the Approved Telephone Numbers and where the call duration is 3 minutes or longer.

2.2 OMG will track and record all telephone leads and provide Broker with reports in a format and frequency to be agreed between both parties.

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