



NatWest

Terms for MentorDigital

TOMORROW BEGINS TODAY

Introduction

This document sets out the terms and conditions relating to access to the free version of the MentorDigital service.

In these Terms which form part of the contract between **Mentor** and **You**:

“Authorised Users” means Your employees and independent contractors who are authorised by You to use the Services;

“Data Protection Laws” means all laws and regulations of the United Kingdom applicable to the processing of personal data including the Data Protection Act 2018 and UK GDPR;

“Materials” means any materials provided by Us through the Service;

“MentorDigital” means Our online management portal, including management tools, forms, letter templates and guidance;

“Month” means calendar month;

“Registration” means the point at which the process to create and register your MentorDigital account has been completed and You are granted access to MentorDigital;

“Registration Form” means the MentorDigital registration page completed by You;

“Services” means access to the free version of the MentorDigital service, more particularly described at <https://www.NatWestmentor.co.uk/mentordigital>;

“Terms” means these terms and conditions as amended from time to time in accordance with condition 8.8;

“UK GDPR” has the meaning given to it in the Data Protection Act 2018;

“Virus” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

“Vulnerability” means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability;

“We”, “Our”, “Us” and “Mentor” means National Westminster Bank Plc, a public limited company with company number 929027 and its registered office at 250 Bishopsgate, London EC2M 4AA, trading as NatWest Mentor, whose offices are at 110 Queen Street, Glasgow G1 3BX, including any of its servants, agents, employees and subcontractors from time to time; and

“You” and “Your” means the business(es) or company(ies) named in the customer details section of the Registration Form.

Mentor contact information

110 Queen Street
Glasgow
G1 3BX

Tel: 0800 634 7001

Customers with hearing and speech impairments
can contact Us by Relay UK 18001 0800 634 7001
Email: info@mentor.uk.com

1. COMMENCEMENT AND TERM

- 1.1 1.These Terms shall come into effect at the date and time of Registration.
- 1.2 These Terms apply to Your use of the Services to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2. THE SERVICES WE SUPPLY TO YOU

- 2.1 Upon Registration, We will grant to You a non-exclusive and non-transferable right to permit the Authorised Users to use the Services on the basis of these Terms. You acknowledge and agree that You shall at all times be responsible and liable for the actions of Your Authorised Users. Access to MentorDigital on a continuous or uninterrupted basis is not guaranteed and Mentor may withdraw or suspend Your right to access MentorDigital at any time and for any reason.
- 2.2 Mentor shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that Your use of MentorDigital may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Mentor does not warrant or guarantee that MentorDigital will be free of Viruses or Vulnerabilities.
- 2.3 In relation to MentorDigital, You undertake that:
 - 2.3.1 You will not allow any third party or person outside of Your organisation to access or use MentorDigital;
 - 2.3.2 You shall maintain a written, up to date list of Your current Authorised Users and provide such list to Us within 5 days of Our request at any time or times; and
 - 2.3.3 You shall permit Us or Our designated auditor to audit Your use of MentorDigital at any time or times in order to establish Your compliance with these Terms.
- 2.4 You shall not access, store, distribute or transmit any Viruses, or any material during the course of Your use of MentorDigital that:
 - 2.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.4.2 facilitates illegal activity;
 - 2.4.3 depicts sexually explicit images;
 - 2.4.4 promotes unlawful violence;

- 2.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.4.6 is otherwise illegal or causes damage or injury to any person or property; and We reserve the right, without liability or prejudice to any of Our other rights, to disable Your access to any material that breaches the provisions of this condition.

2.5 You shall not:

- 2.5.1 except to the extent expressly permitted under these Terms:
 - 2.5.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of MentorDigital (or any content or information accessed via MentorDigital) in any form or media or by any means; or
 - 2.5.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of MentorDigital;
- 2.5.2 access all or any part of MentorDigital (or any content or information accessed via MentorDigital) in order to build a product or service which competes with MentorDigital;
- 2.5.3 use MentorDigital (or any content or information accessed via MentorDigital) to provide services to third parties (or otherwise assist any unauthorised third party to access MentorDigital (or any content or information accessed via MentorDigital));
- 2.5.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make MentorDigital (or any content or information accessed via MentorDigital) available to any third party; or
- 2.5.5 introduce or permit the introduction of, any Virus or Vulnerability into Our network and information systems.

2.6 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, MentorDigital (and/or any content or information accessed via MentorDigital) and, in the event of any such unauthorised access or use, promptly notify Us.

2.7 We reserve the right to make amendments to the Services from time to time.

3. YOUR OBLIGATIONS

3.1 In consideration for access to the Services, You:

- 3.1.1 warrant that the details provided in Your Registration Form are correct;
- 3.1.2 warrant that You are representing a business or company;
- 3.1.3 shall cooperate with Us in all matters relating to the Services;
- 3.1.4 shall comply with Our 'Legal' Terms at <https://www.natwestmentor.co.uk/natwest-legal>; and
- 3.1.5 acknowledge and represent that You will only use the Services for Your own benefit within the UK.

4. INTELLECTUAL PROPERTY

- 4.1 All intellectual property rights (including copyright) in the Services and all Materials belong to Us and/or our licensors.
- 4.2 We grant to You a fully paid-up, worldwide, non-exclusive, royalty-free licence for the duration of your use of the Services to copy and modify the Materials for the purpose of using the Materials in Your business.
- 4.3 You must not sell, copy, sublicense, assign or otherwise deal with Our Materials in whole or in part without Our prior written consent.
- 4.4 If You request Us to use or incorporate any Materials into any material provided by You, You warrant that the proposed use or incorporation thereof into such material does not breach any third party's intellectual property rights.

5. DATA PROTECTION AND COMPLIANCE

- 5.1 For the purposes of these Terms, the terms “controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “Commissioner” and “processing” shall have the meanings given to them in the Data Protection Laws.
- 5.2 Both Us and You shall comply with all applicable requirements of the Data Protection Laws. This condition 5 is in addition to, and does not relieve, remove or replace, Our or Your obligations or rights under the Data Protection Laws.
- 5.3 We and You have determined and agree that, for the purposes of the Data Protection Laws, in relation to personal data processed through providing the Services, We shall act as a processor and You shall act as a controller.
- 5.4 By completing the Registration Form, You shall ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Us through Your use of the Services. You shall have sole responsibility for the accuracy, quality and legality of the personal data uploaded to the Services by You or on Your behalf.
- 5.5 In relation to the personal data We may process, Schedule A sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 5.6 Without prejudice to the generality of condition 5.2, when processing personal data under these Terms, We shall:
 - 5.6.1 only process the personal data on Your documented instructions (which shall be to process the personal data for the purposes set out in Schedule A) except where We are required by law to process it for other purposes, in which case We will give You prior notice of the requirement unless prohibited by law;
 - 5.6.2 Implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against its accidental loss, destruction or damage;
 - 5.6.3 ensure that any person We authorise to access the personal data is subject to an appropriate obligation of confidentiality;
 - 5.6.4 notify You without undue delay on becoming aware of a personal data breach involving personal data;
 - 5.6.5 provide You with such assistance insofar as this is possible and reasonable, and at Your cost and written request, in meeting Your obligations under

the Data Protection Laws relating to responding to data subject rights requests, security, personal data breach notifications, data protection impact assessments, and prior consultation with the Commissioner;

- 5.6.6 delete or return all personal data held through Our Services upon termination of Your access to the Services unless the law requires Us to retain it; and
- 5.6.7 maintain records to demonstrate compliance with Our obligations as Your processor to the extent that the disclosure of such information will not itself comprise the security of Us.
- 5.7 When processing personal data under these Terms, You hereby give Us Your prior, general authorisation to:
 - 5.7.1 transfer personal data outside of the United Kingdom, provided such transfers are effected in accordance with the Data Protection Laws;
 - 5.7.2 appoint sub-processors to process the personal data provided We:
 - 5.7.2.1 shall ensure the terms on which We appoint such sub-processors comply with the Data Protection Laws;
 - 5.7.2.2 shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of Us; and
 - 5.7.2.3 notify You if We intend to use other sub-processors to process the personal data. If You reasonably object to the other processor before its appointment, and Your objection cannot be resolved, Your access to the Services will be terminated.
- 5.8 For information about how We process Your personal data as a controller, including through the Registration Form and when You contact Us, please see Our privacy notice at <https://auth.NatWestmentor.co.uk/nw-privacy-notice.pdf>.

6. LIABILITY

- 6.1 Our total liability under or in connection with these Terms, including liability (whether in contract, tort or otherwise howsoever) for all acts and omissions by Us, including acts or omissions of Our employees, agents and subcontractors is limited to £50.
- 6.2 In no event shall We be liable to You, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for:
 - 6.2.1 loss of profit;
 - 6.2.2 loss of goodwill;
 - 6.2.3 wasted expenditure;
 - 6.2.4 loss or damage to data; or
 - 6.2.5 any indirect, consequential loss arising under or in connection with these Terms or the Services.
- 6.3 We shall not be liable for any losses arising from You providing incorrect or insufficient information or any incorrect use You make of the Services.
- 6.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, hereby excluded.

- 6.5 Nothing in these Terms shall limit or exclude Your or Our liability:
 - 6.5.1 for death or personal injury caused by Your or Our negligence;
 - 6.5.2 for any fraud or fraudulent misrepresentation;
 - 6.5.3 to the extent such limitation or exclusion is not permitted by law.

7. TERMINATION

- 7.1 Without affecting any other right or remedy available to Us, We may:
 - 7.1.1 withdraw Your access to the Service at any time and for any reason; and/or
 - 7.1.2 withdraw the Service at any time and for any reason.
- 7.2 If We withdraw Your use of the Service under condition 7.1, We will endeavour to provide You with no less than one Month's advance notice, however this may not always be possible.
- 7.3 If You wish to terminate Your access to the Service, You can delete your customer account by contacting us (using the Mentor Contact Information set out in the introduction to these Terms) to advise of your wish to terminate. If You do this, Your access to the Services will end immediately and you will have no further access to the Materials or any other information.

8. GENERAL

- 8.1 We may communicate with You at the email address You used on the Registration Form (or by letter or by telephone at the address and contact telephone number You provided on the Registration Form or otherwise via the MentorDigital portal). If You want to change any of your contact details, You can do so via the MentorDigital portal or otherwise by contacting us (using the Mentor Contact Information set out in the introduction to these Terms) to advise as to the change of any contact details.
- 8.2 We shall not be in breach of these Terms or otherwise liable to You for any breakdown of or failure to perform any obligations under these Terms as a result of an event, circumstances or causes beyond Our reasonable control.
- 8.3 These Terms are personal to You and may not be assigned by You without Our written consent. We may assign, charge, subcontract, declare a trust over or deal in any manner with any or all of Our rights and obligations under these Terms.
- 8.4 These Terms contain the entire contract between You and Us with regard to the Services and supersede all previous contracts between You and Us in respect of the Services.
- 8.5 We will exercise reasonable care and skill in making the Services available to You based on the information provided by You, but You will remain responsible for the accuracy of that information and the consequences if it is inaccurate and for determining matters of policy or action related to the Services.
- 8.6 The Services offered under these Terms extends to the laws of Scotland and England & Wales only.
- 8.7 You must notify Us promptly of any changes to Your details, including any change to Your legal status.
- 8.8 You acknowledge and agree that We have the right to make amendments to these terms at any time, at Our absolute discretion.

- 8.9 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by Us to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.10 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is deleted under this condition 8.10, You and Us shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 8.11 A person who is not a party to these Terms will have no rights under the Contract (Third Party Rights) (Scotland) Act 2017, the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms.
- 8.12 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with:
- 8.12.1 If Your registered office is located in Scotland, the laws of Scotland. In such circumstances, You and Us irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation; or
- 8.12.2 if Your registered office is located elsewhere, the laws of England and Wales. In such circumstances, You and Us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

9. COMPLAINTS

Talk to Us

If You are not happy with Our services, We would like to hear about it - that way, We can do something to put it right. At Mentor We do everything We can to make sure Our customers get the best possible service. However, sometimes, We do not get things right first time. When that happens, We always encourage You to tell Us about Your complaint, so that We can correct the matter.

We want to:

- make it easy for You to tell Us about Your complaint
- give Your complaint the attention it deserves
- resolve Your complaint without delay
- make sure You are satisfied with how Your complaint was resolved

The following explains what to do if You have a complaint about the service that You receive from Mentor. It also tells You how quickly We will deal with Your complaint and who to contact if You are not completely satisfied with Our response.

How and where to complain

If You are not satisfied with any aspect of Our service or products, You can tell Us about Your complaint in the following ways:

In writing to:

Customer Relations Manager, 1st Floor, 2 St Phillips Place, Birmingham, B3 2RB

or by email to: mentor.complaints@mentor.uk.com

Please note that additional personal information should not be included in any e-mail for security reasons. We will respond by telephone or in writing for the same reason.

By telephone on:

0800 634 7001

Relay UK 18001 0800 634 7001

How long will it take?

We aim to resolve Your complaint straight away. However, if We have not been able to do so within one week, We will write to tell You:

- why We have not yet resolved Your complaint
- who is dealing with Your complaint
- when We will contact You again

In most cases, complaints are dealt with within two weeks. If Your complaint is particularly complex, it may take longer to resolve.

We will contact You regularly until Your complaint has been resolved.

If together We cannot reach agreement

If, together We cannot reach an acceptable resolution to Your complaint within eight weeks, We will send You a letter giving Our reasons for the delay and an indication of when We expect to provide a resolution;

Or

Issue Our final response letter, which will explain Our final position. At this stage You will receive a leaflet explaining Your referral rights to the Financial Ombudsman Service if Your complaint is one that is eligible for referral to them.

The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that customers and financial businesses have not been able to resolve between themselves. If You want to contact the Financial Ombudsman Service, You will need to do so within six Months of receiving Our final response letter. To find out more about the Service visit www.financial-ombudsman.org.uk

You can contact the Financial Ombudsman Service by writing to: The Financial Ombudsman Service Exchange Tower LONDON E14 9SR. Alternatively, You can phone them on 0800 023 4567. Relay UK 18001 0800 023 4567

SCHEDULE A

Nature and Purpose Processing: processing necessary for provision of MentorDigital as described in the Service Description Document

Duration of Processing: the duration of these Terms unless otherwise agreed in writing

Subject Matter of Processing: provision of an online, interactive management system

Data Subjects: Your employees and ex-employees, third parties involved in accidents and health and safety incidents

Data Types: personal data uploaded to MentorDigital by You or on Your behalf and comprising employee records, employee holiday, statutory leave and absence records, terms of employment and benefits, training records, accident records, health and safety investigations

Call NatWest Mentor

Please call Mentor on 0800 634 7001 (Relay UK: 18001 0800 634 7001)

Calls may be recorded.

NatWest Mentor is a trading name of National Westminster Bank Plc.

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Registered in England and Wales No. 929027.

National Westminster Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

natwestmentor.co.uk