

## MY BUSINESS PROFILE TERMS AND CONDITIONS V5 DATE: JANUARY 2018

This document sets out the terms and conditions on which Experian supplies the My Business Profile service. Please read these terms and conditions carefully and make sure that you understand them, before ordering My Business Profile. You should understand that by ordering My Business Profile services from Experian, you agree to be bound by these Terms and Conditions. You should be aware that the My Business Profile service is intended for business use only. By ordering the service you confirm that you are purchasing My Business Profile for the purposes of your business, trade or profession.

### 1. PRIMARY OBLIGATIONS AND WARRANTIES

- 1.1. Experian shall:
  - 1.1.1. provide the Services in the Territory in accordance with the Specification;
  - 1.1.2. use all reasonable care and skill in the performance of the Services (including in the collection and collation of any data on which the Services are based or which is comprised within the Services); and
  - 1.1.3. use suitably qualified personnel in the provision of the Services.
- 1.2. The Client shall provide Experian with any information or assistance which the parties have agreed the Client shall provide in order for Experian to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information provided to Experian is complete, accurate and in the agreed format.
- 1.3. Each of the parties shall:
  - 1.3.1. use all reasonable endeavours to perform its obligations under this Agreement in accordance with any written timetable for delivery of the Services agreed between the parties; and
  - 1.3.2. ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable requirements governing security and health and safety as have been notified to it.
- 1.4. Each party warrants that:
  - 1.4.1. it has the full power and authority to enter into this Agreement;
  - 1.4.2. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement; and
  - 1.4.3. the use by the other party as permitted by this Agreement of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights in the Territory.
- 1.5. The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

### 2. TERM

- 2.1 The Services are provided on a monthly pay as you go basis and the Client may terminate this Agreement at any time by cancelling the Service on the MBP Website. Termination will take effect at the end of the period for which the Client has paid in advance for the Service. Alternatively, the Client may terminate the Agreement with immediate effect by calling the customer support team on 0844 481 0028 Monday to Friday 8.30am to 5.30pm.
- 2.2 Experian may terminate this Agreement by giving written notice to the Client provided that such termination will not take effect until the end of the period for which the Client has paid in advance for the Service.
- 2.3 Following termination under Clause 2.1 or 2.2, no further payment shall be due by the Client, however no refund shall be payable by Experian in respect of amounts paid by the Client prior to the date of termination.

### 3. PAYMENTS AND INVOICING

- 3.1 The Client shall pay the fees for the Services as documented in the Order Confirmation. All sums referred to in the Order Confirmation are exclusive of VAT. Such VAT shall be payable on the same payment terms as apply to the sums to which the VAT applies.
- 3.2 The Client shall permit Experian to deduct the fees monthly in advance using the credit or debit card provided by the Client until the Client or Experian ends the Services in accordance with Clause 2.
- 3.3 **By giving Experian the Client's payment details the Client agrees that Experian has continuing authority to take subscription payments from the Client's payment card account until the Client or Experian ends the Services in accordance with Clause 2. Experian may also suspend or stop providing the Services without notice to the Client if at any time Experian is unable to obtain payment using the details provided by the Client.**

### 4. NATURE AND USE OF THE SERVICES

- 4.1. Experian's services involve models and techniques based on statistical analysis, probability and predictive behaviour and are not intended to be used as the sole basis for any business decision. Experian is therefore not able to accept any liability, other than under Clause 1.1.2, for any failure of the Services to achieve any particular result.
  - 4.2. The Client agrees that it will:
    - 4.2.1. use the Services, and/or any Experian Data and/or Experian Materials provided under this Agreement, for the Permitted Purpose only and in accordance with any Documentation;
    - 4.2.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, and/or Experian Data and/or Experian Materials provided under this Agreement, except as specifically permitted by this Agreement;
    - 4.2.3. not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any Experian Data and/or Experian Materials provided under this Agreement without the prior written consent of Experian or as otherwise permitted by law;
    - 4.2.4. only take such copies of the Experian Data and/or Experian Materials as are reasonably required for the use of the Experian Data and/or Experian Materials in accordance with this Agreement; and
    - 4.2.5. become liable to pay increased licence fees on the basis of the increased number of users or machines or sites, if the Experian Data or Experian Materials are licensed on a user or machine or site licence basis, and the number of users or machines or sites set out in the Order Confirmation is exceeded.
  - 4.3 The Client agrees and acknowledges that:
    - 4.3.1 Registration to this Service is on an individual director or business owner basis;
    - 4.3.2 Registration to this Service is on a non-transferable basis, for the avoidance of doubt registration may not be transferred between directors or owners of the company.
  - 4.4 Where the Client elects to receive the reputation score within this Service, the Client shall be permitted to use the reputation score solely for its own internal business purposes and no other purposes, in particular not for any advertising purposes, and for the avoidance of doubt the Client is not entitled to share the reputation score with any third parties.
- ### 5. COMPLIANCE AND AUDIT
- 5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party.
  - 5.2. Each party shall permit the other (on reasonable notice and during normal working hours) to audit the first party's

compliance with its obligations under this Agreement in relation to the use of any software, data or other materials. The party carrying out the audit shall:

- 5.2.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party; and
  - 5.2.2. take all reasonable steps to minimise disruption to the other party's business during such audit.
- 5.3. The Client shall not copy, interfere with and/or use in any unauthorised way any User Access Device provided by Experian.
- 5.4. It is the Client's responsibility to inform Experian of any unauthorised use and/or disclosure of any User Access Device so that Experian can suspend or disable that User Access Device as appropriate. The Client shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until the Client has informed Experian.
- 5.5. If as a result of (a) any changes in any legislation, regulations, codes or other rules having equivalent force (including any reasonable interpretation thereof) and/or (b) any changes in the supply of third party data used in connection with the Services, Experian considers the Services to have become Affected Services, Experian shall be entitled to do one of the following on giving prior notice to the Client (and Experian shall use reasonable endeavours to give three months' prior written notice):
- 5.5.1. modify the Affected Services as necessary; or
  - 5.5.2. procure alternative data, the same as or similar to the data used in the Affected Services; or
  - 5.5.3. terminate this Agreement (without liability) in respect of those Affected Services.
- 5.6. In exercising its rights under Clause 5.5, Experian will consult with the Client, and act reasonably and in a way which is consistent with its treatment of its other similarly affected clients.
- 5.7. In exercising its rights under Clause 5.5.3, Experian will (where appropriate) refund any fees paid by the Client in advance in respect of the Affected Services.
- 5.8. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused detriment to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.

## 6. CONFIDENTIALITY

- 6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:
- 6.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement; and
  - 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. The parties may disclose the Confidential Information for which it is the recipient to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 6.3 are met):
- 6.2.1. employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
  - 6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
  - 6.2.3. the recipient's Group Companies for reasonable reporting purposes;
  - 6.2.4. (in the case of Experian being the recipient), agents and sub-contractors of Experian who

necessarily require it as a consequence of the performance of Experian's obligations under this Agreement.

- 6.3. As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must:
- 6.3.1. ensure that any person to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
  - 6.3.2. procure that such persons observe the restrictions in this Clause 6.
- 6.4. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
- 6.4.1. is or comes within the public domain other than through a breach of Clause 6.1; or
  - 6.4.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
  - 6.4.3. is lawfully received from a third party (with full right to disclose); or
  - 6.4.4. is independently developed by the recipient without access to or use of the Confidential Information of the disclosing party; or
  - 6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.
- 6.5. Where Experian Processes Personal Data contained within the Client Data, the terms of Clause 19 shall govern such Processing, and Personal Data contained within the Client Data shall not therefore be considered Confidential Information for the purposes of this Clause 6.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property Rights in the Client Materials will remain vested in the Client (or its relevant licensors) and to the extent that any rights in such materials vest in Experian by operation of law, Experian hereby assigns such rights to the Client.
- 7.2. All Intellectual Property Rights in the Experian Data, the Experian Materials and the Derivative Output will remain vested in Experian (or its relevant licensors) and to the extent that any rights in such data or materials vest in the Client by operation of law, the Client hereby assigns such rights to Experian.
- 7.3. Each party:
- 7.3.1. acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights;
  - 7.3.2. agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the other party's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights; and
  - 7.3.3. agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the other party and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

## 8. LIMITS ON LIABILITY

- 8.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):
- 8.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
  - 8.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;
  - 8.1.3. for breach of Clause 6;
  - 8.1.4. (in the case of the Client) for any intentional breach of Clause 4.2.2;

- 8.1.5. for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
- 8.1.6. for that party's fraud or fraudulent misrepresentation.
- 8.2. The liability of each party to the other (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £1 million per claim or series of claims arising from any one incident.
- 8.3. Except as provided in Clauses 8.1, 8.2, and 8.4, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited as follows:
  - 8.3.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;
  - 8.3.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding VAT) paid by the Client to Experian under this Agreement in the previous Contract Year.
- 8.4. The limitations in Clause 8.3 shall:
  - 8.4.1. not apply to the indemnities given under either Clause 21.1 or Clause 21.2;
  - 8.4.2. be in addition to the obligation of the Client to pay the fees and charges under this Agreement.
- 8.5. Subject to Clause 8.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
  - 8.5.1. any indirect or consequential loss;
  - 8.5.2. the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses; or
  - 8.5.3. the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

## 9. TERMINATION

- 9.1. Either party shall be entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:
  - 9.1.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;
  - 9.1.2. if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination; or
  - 9.1.3. if the other party has passed a resolution for its winding up or is subject to a petition presented to any court for its winding-up (save, in either case, for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration, or a notice of intention to appoint an administrator, filed at any court, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or suspends or threatens to suspend payment of its debts or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action.
- 9.2. Experian performs periodic checks on its clients against sanctions lists. If Experian at any time becomes aware that

the Client is on such a list, then Experian is entitled to immediately terminate this Agreement and any other contracts that are in place with the Client, by serving written notice on the Client.

- 9.3. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party:
  - 9.3.1. which have accrued before termination; or
  - 9.3.2. which are intended to continue to have effect beyond termination;
- 9.4. Upon termination of this Agreement (or the relevant elements of it) and subject to Clause 9.5:
  - 9.4.1. the parties shall each promptly return the Confidential Information of the other party to its owner;
  - 9.4.2. the Client shall, at Experian's request either return any Experian Materials and/or Experian Data to Experian or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and
  - 9.4.3. Experian shall promptly return any Client Materials and/or Client Data to the Client on request.
- 9.5. Experian's obligations under Clause 9.4 shall not apply where it is necessary to retain any Confidential Information of the Client to exercise any rights granted under this Agreement which are intended to survive termination of this Agreement and/or to the extent that it would be impracticable to return any such Confidential Information or materials as a result of such Confidential Information or materials having been reformatted in order for Experian to provide the Services or for Experian to exercise any rights granted under this Agreement, provided always that the retention of any Confidential Information of the Client shall be subject to Experian's obligations under Clause 6 and Clause 19.
- 9.6. The licences granted by Experian under this Agreement will automatically expire on termination of this Agreement for any reason and the Client shall cease to use all Experian Data and Experian Materials (unless any licence is expressed in the Order Confirmation to be perpetual in which case such licence and any terms relating to the extent and/or exercise of that licence shall remain in force notwithstanding termination of this Agreement, except if termination is by Experian pursuant to Clause 9.1).
- 9.7. Experian may terminate this Agreement at any time in the event that the registered director receiving the Services is no longer a company law director of the company about whom information is being obtained (as notified to Experian on the public register) or if it comes to the attention of Experian that the Client is no longer the owner of the business in respect of which it has purchased the Service. In such event Experian will cease to take any subscription fees from the date of termination.
- 10. **FORCE MAJEURE**
  - 10.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
  - 10.2. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Client to pay accrued fees).
- 11. **ASSIGNMENT AND SUB-CONTRACTING**
  - 11.1. Except as provided in Clause 11.2 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
  - 11.2. Experian shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.

12. **SEVERANCE**
- 12.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 12.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
13. **NOTICES**
- 13.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) to the addresses of each party as set out in the Order Confirmation or sent by email. In the case of notices to Experian, the email address for notices is: ebe.info@experian.com. In the case of the Client, the email address for the Client shall be the email address provided by the Client at the time of order.
- 13.2. Notices shall be deemed to have been duly given: if delivered personally or by email, upon delivery; if sent by post, two clear days after the date of posting.
- 13.3. If either party notifies the other party of a change to its details for the purposes of Clause **Error! Reference source not found.**, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.
14. **GENERAL**
- 14.1. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 14.2. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 14.3. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.
- 14.4. Variations of this Agreement shall not be effective unless recorded in writing signed by the parties; variations in electronic form shall not count as variations recorded in writing. However, variations to the Order Confirmation made in accordance with any agreed change control procedure shall be effective.
- 14.5. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties (whether oral or written) relating to the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any warranty or representation (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraudulent misrepresentations.
- 14.6. The parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.
- 14.7. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- 14.8. This Agreement may be executed in any number of counterparts.
- 14.9. Nothing in this Agreement is intended to, or shall, operate to:
- 14.9.1. create a partnership or joint venture of any kind between the Client and Experian;
- 14.9.2. authorise either party to act as agent for the other party; or
- 14.9.3. authorise either party to act in the name or on behalf of, or to otherwise bind, the other party in any way.
- 14.10. In this Agreement:
- 14.10.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 14.10.2. references to Clauses are to the clauses of the particular section of the Experian Terms and Conditions in which they appear, unless reference is made to another set of Experian Terms and Conditions;
- 14.10.3. the singular includes the plural and vice versa;
- 14.10.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 14.10.5. where any matter is to be agreed, such agreement must be recorded in writing; and
- 14.10.6. wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.
- 14.11. The contents of the Order Confirmation shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.
- SECTION B: DATA TERMS**
- These terms relating to data are supplemental to the Core Terms, and apply only if either party provides data to the other party.
15. **PROVISION OF DATA**
- 15.1. Where Experian agrees to supply Experian Data to the Client, Experian grants the Client (subject to Clauses 4.2 and 9.6) a non-exclusive non-transferable licence to use any Experian Data provided as part of the Services in the Territory for the Permitted Purpose on any licence terms identified in the Order Confirmation. The licence granted under this Clause is made separately in respect of each individual element of the Experian Data and commences on the day that each element of the Experian Data is first made available to the Client.
- 15.2. The use by the Client of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Client complying with the relevant Data Sharing Scheme Rules which are in force from time to time.
- 15.3. If at any time the condition in Clause 15.2 is not satisfied, Experian shall be entitled to discontinue the provision of any and all Services which utilise data from the relevant Data Sharing Scheme.
16. **CLIENT OBLIGATIONS**
- 16.1. In addition to the obligations set out in the Clause 5.3, the Client shall comply with Experian's reasonable instructions and guidelines relating to data security.
17. **USE OF CLIENT DATA**
- 17.1. The Client grants Experian (subject to Clause 9.4) a royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Data solely for the purposes of:
- 17.1.1. performing this Agreement; and
- 17.1.2. complying with any requests made to Experian under statute and/or regulation.
18. **NATURE OF DATA**
- 18.1. Experian Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee. Experian is therefore not able to accept any liability, other than under Clause 1.1.2, for any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided to Experian by the Client or any third party.
19. **DATA PROTECTION**
- 19.1. Without prejudice to the general obligations under Clause 5.1 each of the parties shall in the provision or use of the

Services (as appropriate) comply with the DPA (to the extent that it remains in force from time to time) and with the GDPR and with any other UK data protection law (each with effect from the date on which it becomes part of English law).

- 19.2. Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by its Processing.
- 19.3. The Client instructs Experian to, and agrees that Experian may, process the Client Data for the Agreement Purposes.
- 19.4. There are circumstances in which Experian will or may be a Processor of Client Data. Experian agrees that when, and to the extent that from time to time, it is a Processor of Client Data it shall:
  - 19.4.1 process the Client Data only in accordance with the Client's instructions referred to in Clause 19.3 and any other instructions agreed by the parties from time to time;
  - 19.4.2 not transfer Client Data outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Experian in order to support and maintain the Services, or as otherwise agreed by the parties from time to time;
  - 19.4.3 ensure that persons authorised to process the Client Data have committed themselves to confidentiality;
  - 19.4.4 not appoint any other Processor, other than as agreed by the parties from time to time (but Experian shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific Processing activities on behalf of the Client);
  - 19.4.5 ensure that where Experian appoints another Processor as contemplated by Article 28(4) of the GDPR, that Processor is subject to contract obligations as required by that Article;
  - 19.4.6 taking into account the nature of the Processing Experian carries out as a Processor of Client Data assist the Client by appropriate technical and organisational measures, insofar as this possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject rights laid down in Chapter III of the GDPR;
  - 19.4.7 assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing Experian carries out, and the information available to Experian, in its capacity as a Processor of Client Data;
  - 19.4.8 (at the request of the Client) comply with its obligations relating to the return or destruction of data under Clause 9.3, and to audit under Clause 5;
  - 19.4.9 (at the request of the Client) provide the Client with any information which it is reasonable for Experian to provide to allow the Client to demonstrate compliance with Article 28 of the GDPR;
  - 19.4.10 comply with its obligations under Article 28(3) of the GDPR to inform the Client immediately if in the opinion of Experian any instruction of the Client referred to in Clause 19.4.1 infringes the GDPR or any other relevant data protection provision;
  - 19.4.11 notify the Client without undue delay after becoming aware of a Personal Data Breach relating to the Client Data.

### SECTION C: MATERIALS TERMS

These terms relating to Client Materials and Experian Materials are supplemental to the Core Terms, and apply only if either party provides such materials to the other.

### 20. LICENCE AND USE

- 20.1. Experian grants the Client (subject to Clauses 4.2 and 9.6) a non-exclusive, non-transferable licence to use any Experian Materials provided as part of the Services in the Territory for the Permitted Purpose on any licence terms identified in the Order Confirmation. The licence granted under this Clause 20.1 is made separately in respect of each individual element of the Experian Materials and commences on the day that each such element of the Experian Materials is first made available to the Client.
- 20.2. The Client agrees that it will, in the case of a user and/or machine and/or site specific licence, only use the Experian Materials for the number of users on the machines and/or at the site (as the case may be) specified in the Order Confirmation.
- 20.3. Experian shall not be in breach of its obligations or warranties under this Agreement with regard to any software provided to the Client under this Agreement to the extent that any failure of the software to comply with its Specification has no material effect upon the functionality of the software or upon the ability of the Client to use the software.
- 20.4. The Client grants Experian (subject to Clause 9.4) a royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Materials solely for the purposes of performing this Agreement and complying with any requests made to Experian under statute and/or regulation.

### 21. THIRD PARTY CLAIMS

- 21.1. Subject to Clause 21.3, Experian shall fully indemnify the Client against:
  - 21.1.1. any amounts paid by the Client to any third party as a result of or in connection with any claim which that third party brings against the Client alleging that its Intellectual Property Rights are infringed by the provision by Experian to the Client of the Experian Materials or the use of the Experian Materials by the Client as permitted by the terms of this Agreement; and
  - 21.1.2. any associated legal expenses reasonably and properly incurred.
- 21.2. Subject to Clause 21.3, the Client shall fully indemnify Experian against:
  - 21.2.1. any amounts paid by Experian to any third party as a result of or in connection with any claim which that third party brings against Experian alleging that its Intellectual Property Rights are infringed by the provision by the Client to Experian of the Client Materials or the use of the Client Materials by Experian as permitted by the terms of this Agreement; and
  - 21.2.2. any associated legal expenses reasonably and properly incurred.
- 21.3. The indemnities in Clauses 21.1 and 21.2 shall not apply to the extent that any claim arises as a result of use of an infringing design supplied or made by the indemnified party, and are subject to the indemnified party:
  - 21.3.1. notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;
  - 21.3.2. not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
  - 21.3.3. allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.
- 21.4. If any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Client's use

	<b>Word or Expression</b>	<b>Meaning</b>
of the Experian Materials as permitted by the terms of this Agreement, Experian may at its sole option and expense:		
21.4.1. procure for the Client the right to continue using the relevant Experian Materials (or any part of them) in accordance with the terms of this Agreement; and/or	Affected Services	Services which Experian (in its reasonable opinion) considers that it can no longer provide in accordance with their Specification or that it cannot provide at all as a consequence of the trigger events set out in Clause 5.5;
21.4.2. modify the relevant Experian Materials to avoid the infringement or replace the relevant Experian Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.	Agreement	The agreement between Experian and the Client incorporating the relevant Sections of these Terms and Conditions (as applicable) and the other documents and terms referred to in the Order Confirmation;
21.5. This Clause 21 sets out the entire liability of both parties and the sole remedy of both parties with respect to the infringement of a third party's Intellectual Property Rights and any claims relating to the indemnity given in this Clause 21.	Agreement Purposes	for the purposes of Experian providing the Services as contemplated by this Agreement, and for such other purposes as the parties may agree from time to time.
<b>22. COMPLAINTS</b>		
22.1. We are sorry if you feel the need to complain. We want to hear from you because telling us gives us the chance to put matters right for you, and see how we can improve what we do for others. Whatever way you complain to us, we will take notice.	Client Data	Any of the data (including Personal Data) and/or databases supplied by the Client and provided to Experian in connection with this Agreement but excluding any data supplied to the Client by Experian;
22.2. Click on the following link to find out about our complaints handling procedure <a href="http://www.experian.co.uk/assets/consumer/contact-us/complaint-handling-procedure.pdf">http://www.experian.co.uk/assets/consumer/contact-us/complaint-handling-procedure.pdf</a> and how to make a complaint.	Client Materials	Any of the items provided to Experian by the Client in connection with this Agreement and includes Client Data;
22.3. If we cannot resolve things under that procedure, then you may have the right to refer your complaint, free of charge, to the Financial Ombudsman Service. If you are in any doubt about whether you can refer your complaint to the Ombudsman, please contact the Ombudsman. The contact details for the Financial Ombudsman Service are:	Client Products	Those products of the Client (if any) set out in the Order Confirmation (and such other products as the parties may agree from time to time) in respect of which the Services are provided;
Telephone: 0300 123 9 123, or from outside the UK +44 20 7964 1000 Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>	Commencement Date	The Commencement Date set out in the Order Confirmation or in the absence of such date then the date that on which this Agreement is signed by the final signatory;
Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR Click on the following link to find out about our complaints handling procedure <a href="http://www.experian.co.uk/assets/consumer/contact-us/complaint-handling-procedure.pdf">http://www.experian.co.uk/assets/consumer/contact-us/complaint-handling-procedure.pdf</a> and how to make a complaint. If we cannot resolve things under that procedure, then you may have the right to refer your complaint, free of charge, to the Financial Ombudsman Service. If you are in any doubt about whether you can refer your complaint to the Ombudsman, please contact the Ombudsman. The contact details for the Financial Ombudsman Service are:	Confidential Information	Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format, including Experian Data, Experian Materials, Client Data and Client Materials;
Telephone: 0300 123 9 123, or from outside the UK +44 20 7964 1000 Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>	Contract Year	A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date, or, if this Agreement is for a Term of less than twelve calendar months, the Term;
Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR	Data Sharing Scheme	Any scheme, programme, membership, information exchange, or other arrangement where certain data sharing activities are carried out subject to the relevant Data Sharing Scheme Rules;
	Data Sharing Scheme Rules	The rules of the relevant Data Sharing Scheme;
	Derivative Output	Information, data and materials that are derived, prepared or generated by Experian and/or its sub-contractors pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Client Materials themselves;
	Documentation	Any or all of the Specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;

## SECTION E: DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

<b>Word or Expression</b>	<b>Meaning</b>	<b>Word or Expression</b>	<b>Meaning</b>
DPA	The Data Protection Act 1998 and any subordinate legislation having effect in England;	Processor	The definition specified in the GDPR;
Experian	Experian Limited (Company Number 653331) whose registered office address is Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ;	Scorecard	A statistical formula derived to aid decision making and any supporting material in relation to such formulae;
Experian Data	Any of the data (including Personal Data) and/or databases and/or scores supplied by Experian to the Client in connection with this Agreement but excluding the Client Data;	Services	The services which Experian agrees to supply to the Client, as documented in the Order Confirmation; and all other services supplied by Experian to the Client under or in connection with this Agreement, including the provision and grant of licences in respect of any Experian Data and/or Experian Material;
Experian Materials	Software and any materials, Documentation, Scorecards or other items developed and/or licensed by Experian to the Client in connection with this Agreement excluding Experian Data;	Specification	Any document identified as a specification that is made available to the Client by Experian or if none, Experian's standard configuration for the Services from time to time;
Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;	Term	The duration of this Agreement as determined in accordance with Clause 2.1;
GDPR	the General Data Protection Regulation, to the extent that and in the form that it is a requirement of English law from time to time;	Territory	The United Kingdom;
Group Company	any company which is in relation to Experian or (as the case may be) the Client, a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006. "Experian Group Company" and "Client Group Company" shall be interpreted in this way;	User Access Device	Any identification code, username, password, digital certificate, web certificate or any other security device provided by Experian and used by the Client to access the Services.
Initial Contract Value	The greater of (1) the amounts (excluding VAT) payable by the Client under this Agreement in the first Contract Year as specified in the Order Confirmation; and (2) the amounts (excluding VAT) actually paid by the Client under this Agreement in the first Contract Year;		
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;		
MBP Website	<a href="https://www.mybusinessprofile.com/">https://www.mybusinessprofile.com/</a> ;		
Order Confirmation	The acknowledgment of order emailed to the Client by Experian, and/or which appears on the MBP Website (as applicable), or any other document agreed between the parties which contains details of the Services and the fees;		
Permitted Purpose	Unless otherwise set out in the Order Confirmation, the internal business purposes of the Client in the Territory and not in any event for the provision of bureau services to any third parties;		
Personal Data	Subject to Clause 19.1, the meaning specified in the DPA or the GDPR;		
Personal Data Breach	The definition specified in the GDPR;		
Processing	Subject to Clause 19.1, the meaning specified in the DPA or the GDPR;		