

## Experian BusinessIQ

### Terms & Conditions for 30 day Trial (Version 1.0 May 2013)

This document sets out the terms and conditions on which Experian Limited (Company Number 653331) whose registered office address is Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ ("**Experian**") will provide access to its BusinessIQ service on a trial basis.

1. In these terms and conditions, references to "You" mean the person, firm or company using the Business IQ service on a trial basis.
2. Please read these terms and conditions carefully and make sure that You understand them. By starting to use the Business IQ service, You agree to be bound by these terms and conditions.
3. Your application for a trial of Experian's BusinessIQ service is subject to Experian's acceptance of the application. Experian reserves the right not to offer You a trial at its sole discretion and to withdraw or modify its offer of a Business IQ trial at any time without prior notice and with no liability.
4. If Experian offers You a trial of BusinessIQ, you will be entitled to access Experian's Business IQ platform for a period of up to 30 days to use the following services:
  - Access to the Report Manager with 50 credit reports on UK businesses;
  - 10 document images;
  - Access to the Standard Portfolio service;
  - Alerts on UK businesses;(together the "**Trial Services**")
5. Your right to use the Trial Services will end 30 days from the date on which you are notified your account has been activated. There may be a delay between registration and the start of your trial whilst we set up your account. If you wish to use Experian's BusinessIQ service after the end of this period, you will need to enter into a separate agreement with Experian.
6. If you order more than 50 credit reports you will be charged at Experian's current prices for such reports at the date of order (prices available on request). You will be invoiced at end of your trial. Invoices are payable within 30 days of the date of invoice. If any sum due to Experian is not paid by its due date, Experian shall be entitled to charge interest on the overdue amount at 2% above Barclays Bank plc's base rate from time to time. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment.
7. Experian will provide the Trial Services in accordance with all applicable laws. You agree that you will use the Trial Services in accordance with all applicable laws.
8. All intellectual property rights in the Trial Services remain vested in Experian (or its relevant licensors). You agree that you will use the Trial Services for your own internal business purposes only and you will 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 Trial Services.
9. You acknowledge that Experian's services are not intended to be used as the sole basis for any business decision, and are 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.

10. As the Trial Services are provided free of charge, You agree that subject to Clause 11 below, Experian shall have no liability to You (whether in contract, negligence, for breach of statutory duty or otherwise) arising out of or in connection with the Trial Services.
11. Nothing in these terms and conditions shall be construed as excluding or limiting Experian's liability for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors, for fraud or fraudulent misrepresentation or for any matter which it would be illegal for Experian to exclude and/or limit, or attempt to exclude and/or limit, its liability.
12. Experian will only use any confidential information You provide for the purpose of providing the Trial Services. You agree to use any confidential information relating to Experian solely for the purpose of receiving the Trial Services. Neither You nor Experian is permitted at any time to disclose to any person any confidential information concerning the other party except as may be required by law, court order or any governmental or regulatory authority or in accordance with the rules of any recognised stock exchange.
13. Neither You nor Experian may assign, transfer, charge or deal in any other manner with the rights granted under these terms and conditions without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
14. If any part of these terms and conditions is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of these terms and conditions and such other provisions shall remain in full force and effect.
15. These terms and conditions and all matters arising out of them 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 these terms and conditions.
16. These terms and conditions supersede any previous agreement between You and Experian relating to the Trial Services. Neither You nor Experian shall be bound by, or liable to, the other for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in these terms and conditions. All warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.
17. Nothing in these terms and conditions shall be construed as creating a right which is enforceable by any person other than You or Experian.