

**PRODUCT SPECIFIC TERMS AND CONDITIONS**  
**DATED: JUNE 2014**  
**VERSION: 2.6**

These Product Specific Terms and Conditions are to be read in conjunction with [Experian's standard terms and conditions v3.2](#) ("Standard Terms and Conditions").

In the event of any conflict between these Product Specific Terms and Conditions and the Standard Terms and Conditions, then these Product Specific Terms and Conditions shall prevail.

References to paragraphs and sections are to the Paragraphs and the Sections of these Product Specific Terms and Conditions.

**Please Note:** These Product Specific Terms and Conditions have been compiled to make contracting with Experian easier and more flexible. These Product Specific Terms and Conditions contain a list of easily referable provisions which apply to the Services that Experian may supply to the Client from time to time. The Client must familiarise itself with the Product Specific Terms and Conditions which relate to the Services it takes or could take from Experian during the term of the Agreement set out in the Schedule to ensure that its use of the Services remains compliant.

If at any time the Client takes any of the Services described below, then the relevant Product Specific Terms and Conditions shall apply to the Client in relation to those Services:

1. [Any Service\(s\) where motor vehicle data is either provided as part of the service or used in connection with the service \(including but not limited to the Autocheck Service, Vehicle Mileage Check Service, and Vehicle Stock Monitor Service\).](#)
2. [Any Service where there is an option to take motor vehicle data insurance \(including but not limited to Autocheck Insurance\)](#)
3. [Any Service where access to DVLA vehicle keeper information is provided](#)
4. [Any Service which relates to the authentication and/or verification of an identity](#)
5. [Any Service which assists the tracing of debtors \(including but not limited to Autotrace Services\)](#)
6. [Any Service which carries out background checks \(including Disclosure and Barring Service checks\)](#)
7. [Any Service which utilises BT Osis Data \(telephone enquiries data\)](#)
8. [Any Service which assists in the verification of a tenant \(including but not limited to Check My Tenant Services\)](#)
9. [Any data management services \(including but not limited to business to business marketing data and data cleansing services\)](#)
10. [Any Service taken through Experian's E-Series platform \(such as E-series business, E-series consumer or E-Consumerview or E-series motor / automotive\)](#)
11. [Any Service relating to Experian providing Commercial Collections Letters](#)
12. [Any Service which utilise NCOA Alert Data](#)
13. [Any Service which use Entrust Security Software](#)
14. [Any Service where there are Additional Users](#)
15. [Any Service which uses data obtained from a data sharing scheme](#)
16. [Any Service relating to bank account verification and validation](#)
17. [Any Service which utilise Experian's Detect data](#)
18. [Any Service where business information is provided](#)
19. [Any Services which provide information to assist in debt collection](#)
20. [Any Services which utilise the Automated Valuation Model](#)
21. [Any Services which utilise the National Property Database](#)
22. [Any Services which provide Mover Alerts](#)
23. [Any Services which verify home ownership](#)
24. [Any Services which assist in the tracing of individuals for asset reunification purposes.](#)

**TERMS RELATING TO MOTOR VEHICLE DATA SERVICES**

1. Where the Client receives Motor Vehicle Data Services (such as Autocheck) via an integrated system, the Client agrees and acknowledges that:
  - a. Experian shall not be liable for any loss incurred by the Client as a result of any act or omission of the provider of the integrated system (including any act or omission which renders the Experian Data and/or the Services inaccurate, any failure or delay in delivery of the information and/or Services attributable to the integrated system, any inability to access the integrated system and/or any non-availability of the integrated system).
  - b. Experian shall be entitled to terminate this Agreement (giving as much notice as is reasonable in the circumstances) if Experian's agreement with the provider of the integrated system allowing delivery of the Services via the integrated system is terminated or expires; however, in such circumstances Experian shall enter bona fide negotiations with the Client to provide the Services direct to the Client via another delivery method.
2. Where the Client receives data from Experian comprising or derived from either (1) CAP Automotive Limited ("CAP") data, or (2) Driver and Vehicle Licensing Authority ("DVLA") data (other than vehicle keeper information), then if such CAP or DVLA data is changed or becomes unavailable to Experian, Experian shall (as an exception to the Terms and Conditions) be entitled to do one of the following on giving one months' prior notice to the Client:
  - a. Modify the affected Services as necessary to accommodate such changes or unavailability; or
  - b. Terminate this Agreement (without liability) in respect of those Services which are affected by such changes or unavailability.
3. Without prejudice to any other terms of this Agreement, if at any time any supplier of data used by Experian in the Services ("Third Party Data") increases the price which Experian is required to pay for the Third Party Data, Experian shall be entitled to increase the fees to reflect the increased cost of the Third Party Data on giving not less than 90 days' written notice to the Client.

## TERMS RELATING TO MOTOR VEHICLE DATA INSURANCE OPTION

For the purposes of these terms relating to the motor vehicle data insurance option (such as Autocheck Insurance):

“FCA” means the Financial Conduct Authority.

“FSCS” means the Financial Services Compensation Scheme.

“Insurance Option” means the motor vehicle data insurance option (such as Autocheck Insurance) promoted by Experian from time to time.

“Insurance Policy” means the Vehicle Information Insurance Policy as determined by the choice of cover made by the Client at the time of the check itself.

“Insurance Provider” means Pinnacle Insurance PLC registered company number 01007798.

“Vehicle Information Services” means Experian’s Autocheck Services (or such other motor vehicle data services to which an Insurance Option is available from time to time).

“Vehicle Information Insurance Policy” means the terms and conditions relating to the motor vehicle data insurance which is determined by the Insurance Provider from time to time.

### FCA Regulation

Experian Limited is an Appointed Representative of Motorfile Limited (company number 03009493) which is authorised and regulated by the FCA. Motorfile Limited’s FCA firm reference number is 313967. Experian’s FCA registration number is 412553. The registered office address for both companies is Landmark House, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

Experian’s permitted business is that of an insurance intermediary, advising and dealing in and arranging a contract of non-investment insurance on behalf of the Insurance Provider to support the Insurance Provider’s vehicle information insurance in respect of Experian’s Vehicle Information Services.

Motorfile Limited in addition to the above has as its permitted business claims handling of vehicle information insurance for and on behalf of the Insurance Provider.

The Client can check this information on the FCA’s register by visiting the FCA’s website: [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting the FCA on 0845 606 1234.

### The Insurance Provider

The insurance provided with the Vehicle Information Services is underwritten by the Insurance Provider and Experian acts for and on behalf of this underwriter.

### The Client’s Duty of Disclosure

The insurance provided to the Client is based on the information the Client provided to Experian. The Client must ensure that any information it provides for the purposes of insurance is complete and accurate, and that any facts that may influence the Insurance Provider’s decision to accept and pay a valid claim, are disclosed. Failure to disclose material information may invalidate a Client’s insurance cover and could result in the claim not being paid.

### Insurance Premiums

The Client will not have to pay an arrangement fee for the insurance element of our Vehicle Information Services but the Client agrees to pay a premium in respect of the Insurance Policy and details of the premium costs and levels of cover are as more specifically detailed in the Schedule.

### Holding Premiums

Prior to the premium being forwarded to the Insurance Provider, for the Client’s protection, Experian holds the Client’s money as an agent of the Insurance Provider and the relevant insurance policy is treated as being paid for. Experian also reserves the right to retain any interest earned on such premiums held. The Client acknowledges and consents to Experian operating in this way.

### Disclosure of Client Confidential Information

Notwithstanding anything to the contrary, the Client acknowledges and agrees that some or all of the information that the Client supplies Experian in connection with the insurance option may be passed to the Insurance Provider and other companies for underwriting, claims and premium collection purposes.

### The Insurance Option

Where both Experian and the Client agree to the Vehicle Information Services Insurance Option and provided the Client is eligible in accordance with the Vehicle Information Services Insurance Policy, the Client shall be entitled to certain insurance cover provided by the Insurance Provider in relation to any motor vehicles that Experian has carried out a Vehicle Information Services enquiry and for which (in Experian’s opinion) Experian has given the Client enough information.

In order to receive the benefit of the insurance cover, the Client agrees to pay the relevant premium charge (in addition to the fees) for each vehicle information services enquiry made. This does not affect Limits of Liability Clause in the Standard Terms and Conditions.

As long as the Client meets its obligations to Experian under this Agreement, and the terms and conditions contained within the relevant Insurance Policy with the Insurance Provider, and is eligible for such insurance, Experian will arrange for the insurance to be provided by the Insurance Provider.

### Making an Insurance Claim

Please refer to the relevant policy document for details. To make a claim please contact the Experian Claims Department on 0870 333 8030.

### Making a Complaint

If the Client has a complaint regarding either of the Insurance Option services or any of the other Services provided by Experian pursuant to this Agreement, the Client can write to Complaints Manager, Experian Automotive, Lambert House, Talbot Street, Nottingham NG80 1LH or telephone 08705 275 145.

If the Client has a complaint relating to the Insurance Provider, the Client may contact the Insurance Provider directly by writing to the Customer Relationship Manager, at Pinnacle Insurance plc, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire, WD6 2XX or telephone 0208 207 9000.

If the Client cannot settle the complaint with either Experian or the Insurance Provider, the Client may refer the matter to the Financial Ombudsman Service by telephone on 0845 080 1800 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### The Financial Services Compensation Scheme (FSCS)

Experian is covered by the FSCS. The Client may be entitled to compensation from the scheme if Experian cannot meet its obligations. The compensation available depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangement

is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 892 7300.

#### Cancellation of an Insurance Policy

Without prejudice to the term of this Agreement or to any other insurance cover provided to the Client pursuant to the Vehicle Information Services Insurance Option and/or the Vehicle Mileage Check Insurance Option, the Client may cancel any insurance policy cover in respect of a specific check at any time in writing. Due to the small amount of premium and the immediate incidence of risk under an Insurance Policy, no refund of the insurance premium is payable on cancellation.

#### Cancellation of an Insurance Option

Cancellation of a particular insurance policy should not be confused with cancellation of an Insurance Option. If the Client wants to cancel an Insurance Option on all checks, the Client must give Experian at least 14 days' notice in writing, and such cancellation will be without prejudice to any other Services that Experian provides pursuant to this Agreement.

### TERMS RELATING TO ACCESS TO DVLA VEHICLE KEEPER INFORMATION

1. The Client acknowledges that Experian is only providing a link to enable the Client to access vehicle keeper information provided by the DVLA. In order to receive vehicle keeper information, the Client is required to have in place a contract with the DVLA ("**DVLA Contract**").
2. The Client shall use the link provided by Experian solely for the purpose of accessing vehicle keeper information in accordance with the terms of the DVLA Contract.
3. Experian shall not be liable for any loss incurred by the Client as a result of any act or omission of the DVLA (including any act or omission which renders the vehicle keeper information inaccurate, or any failure, delay in delivery or unavailability of the vehicle keeper information attributable to the DVLA).
4. Experian shall be entitled to terminate the provision of the link to DVLA vehicle keeper information (giving as much notice as is reasonable in the circumstances) if Experian's agreement with the DVLA in relation to its appointment as a link provider for vehicle keeper information terminates or expires.
5. Experian may suspend or terminate access to vehicle keeper information if requested to do so by the DVLA at any time.

### TERMS FOR ANY SERVICE RELATING TO AUTHENTICATION AND/OR VERIFICATION OF AN IDENTITY

1. The Client undertakes that on each occasion that the Client wishes to use authentication and/or identity verification Services it shall obtain an appropriate consent from the relevant individual. Experian recommends that the consent be in the following terms:  
"You may undertake a search with Experian for the purposes of verifying my identity. To do so Experian may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. A record of the search will be retained."  
The Client agrees that if it does not use the consent in the terms set out above, it shall use a form of wording which achieves (in all respects) the same result in relation to obtaining consent from the individual. If any such consent is not obtained by the Client, the Client undertakes to Experian that it shall not attempt to use the Services in respect of the relevant individual.
2. Unless otherwise stated in this Section, the Permitted Purpose for authentication and/or identity services is for the purposes of verifying identity.
3. If the Client is receiving a version of the Services that uses the full electoral roll, the Client warrants and represents that it shall only use this Service for purposes consistent with meeting any obligations contained in the Money Laundering Regulations 1993, the Money Laundering Regulations 2001 or any rules made pursuant to section 146 of the Financial Services and Markets Act 2000. This paragraph shall prevail over any other definition of "Permitted Purpose" stated to the contrary in this Agreement in respect of this Service.

### TERMS RELATING TO SERVICES WHICH ASSIST IN THE TRACING OF DEBTORS

1. The Client undertakes that in relation to debtor tracing services it shall:
  - 1.1. use the Experian Data solely for the Permitted Purpose of debt recovery in order to locate the home address only of individuals who are in debt to the Client or the customers of the Client ("**Debtors**") and (save as is required by law) will not divulge or disclose all or any part of the Experian Data to any third party;
  - 1.2. take reasonable steps to confirm the identity of a Debtor before taking any action to recover the relevant debt where the Experian Data/Services provide a home address for that Debtor;
  - 1.3. not identify Experian to any Debtor or other third party as the source of any data relating to a Debtor (save as is required by law).
2. Notwithstanding anything to the contrary in the Terms and Conditions, where the Client operates as a collecting agency on behalf of its customers, the Client may use (in accordance with this Agreement) the Services or any information provided by Experian to the extent required by the Client in order to provide debt collecting services to its customers.

### TERMS RELATING TO BACKGROUND CHECKS (PLUS DBS CHECKS) SERVICE

1. The following definitions are used in this Section of the Product Specific Terms and Conditions:
  - 1.1 "Applicant" means that person who is the subject of the Background Checking Services provided by Experian to the Client;
  - 1.2 "Basic Disclosure" means details of convictions considered unspent under the Rehabilitation of Offenders Act 1974;
  - 1.3 "Principal" means any third party instructing the Client to act as its agent to consider the suitability of Applicants for employment with the Principal and/or to

		assist the Principal in monitoring performance and/or potential performance of individuals in the employment of the Principal,
1.4	“DBS”	means the Disclosure and Barring Service (or such replacement body from time to time responsible for providing potential employers and voluntary sector organisations with criminal history information on individuals applying for posts in England and Wales);
1.5	“DBS Code of Practice”	means the code of practice relating to Disclosure Information created by the DBS from time to time under Section 122 of Part V of the Police Act 1997;
1.6	“Disclosure Information”	means the document and any other information issued by the DBS or Disclosure Scotland when a basic, standard or enhanced check is performed;
1.7	“Disclosure Scotland”	Disclosure Scotland (or such replacement body from time to time responsible for providing potential employers and voluntary sector organisations with criminal history information on individuals applying for posts in Scotland);
1.8	“Disclosure Scotland Code of Practice”	means the code of practice relating to Disclosure Information published by the Scottish Ministers from time to time under Section 122 of Part V of the Police Act 1997;
1.9	“Enhanced Disclosure”	means the details included in a Standard Disclosure plus a check of locally held police records.
1.10	“Identity Documents”	means proof of identity and proof of address.
1.11	“Standard Disclosure”	means details of all spent and unspent convictions, cautions, reprimands and final warnings from the Police National Computer.
1.12	the definition of “Experian Data” in the Standard Terms and Conditions shall include (where relevant) Disclosure Information; and	
1.13	all references to the DBS shall be replaced with Disclosure Scotland where an Applicant’s proposed position of employment is in Scotland.	
2.	The Client warrants to Experian that:	
2.1	it will comply with all eligibility requirements when requesting Standard or Enhanced Disclosures, including, without limitation, those set out in the Exceptions Order to the Rehabilitation of Offenders Act 1974 and the Police Act 1997.	
2.2	it will comply with and make all applications in accordance with the DBS Code of Practice and Disclosure Scotland Code of Practice (as applicable) as if it were a itself a Registered Body and it will comply with all other relevant DBS policy requirements and regulations applicable to applications as amended from time to time;	
2.3	it will comply with and store, handle, retain, disclose and dispose of all Disclosure Information in accordance with the DBS Code of Practice and the Disclosure Scotland Code of Practice (as applicable) as if it were a Registered Body and it will comply with all other relevant DBS policy requirements and regulations as amended from time to time;	
2.4	it has obtained written approval from the Applicant to:	
	2.4.1	the procurement by the Client of a background check from Experian; and
	2.4.2	Experian’s storage of Disclosure Information acquired during the provision of the Service to the Client;
2.5	it recognises (and where relevant shall advise its Principal) that Experian may receive Disclosure Information which it is prevented by law from disclosing to the Client;	
2.6	it will retain copies of the Identity Documents used to verify an Applicant’s identity for a minimum of 6 months from delivery of the Disclosure Information by Experian to it for audit purposes, and provide Experian or the DBS or Disclosure Scotland (as the case may be) with proof of the same if requested by Experian.	
3.	The Client shall report to Experian:	
3.1	evidence of failure by the Client, or any third party, to comply with the DBS Code of Practice or the Disclosure Scotland Code of Practice (as applicable); and/ or	
3.2	any reasonable suspicion that any offence has been committed by the Client or any third party under section 124 of the Police Act 1997.	
4.	Without prejudice to the termination provisions set out in the Standard Terms and Conditions, Experian shall be entitled immediately to terminate this Agreement on notice to the Client where Experian is made aware or, in its reasonable opinion, Experian believes that the Client is in breach of the provisions of this Section.	
5.	Where the Client requests Experian to seek certain consents on the Client’s behalf, Experian shall not be obliged to provide the Background Checking Services in respect of any Applicant who has not given such consent.	
6.	If the Client is acting on behalf of a Principal, the Client shall be entitled to make the Experian Data or part thereof available to the Principal to the extent reasonably necessary for such purposes provided always it acts (and it procures that the Principal acts) in accordance this Agreement. Without prejudice to the generality of the Client’s obligations under this Agreement, the Client shall obtain from each such individual express prior written consent to any Experian Data relating to such individual being disclosed by the Client to the Principal.	

#### TERMS RELATING TO ANY SERVICE WHICH UTILISES BT OSIS DATA

1. In order for Experian to provide the Services which utilise BT OSIS Data to the Client and in order for Experian to comply with the licence terms which British Telecommunications plc and/or other third party suppliers of telephone number data require all users of such data similar to Experian to accept, the Client hereby:
  - 1.1. appoints Experian as its agent under this Agreement for the purpose of using Client Data to carry out directory enquiry searches for and on behalf of the Client;
  - 1.2. authorises and instructs Experian to:
    - 1.2.1. use any retrieved telephone numbers resulting from such directory enquiries for the sole purpose of comparing such telephone numbers against any telephone numbers contained within the relevant and applicable Client Data and producing a score based upon whether there was or was not a match of telephone numbers; and
    - 1.2.2. incorporate the score referred to in Paragraph 1.2.1 of this Section into the overall score delivered to the Client by the Services.
  - 1.3. Further instructs and confirms to Experian that telephone numbers retrieved from such directory enquiry searches are for use as input into the comparison process described in Paragraph 1.2 of this Section only and Experian is not required to return such telephone numbers to the Client.

#### TERMS RELATING TO SERVICES WHICH ASSIST IN THE VERIFICATION OF A TENANT

1. For the purposes of this Section "Principal" means the person for whom the Client acts as agent; and "Tenant Information" means the results, reports and the information that Experian provides to the Client regarding a tenant(s)/potential tenant(s).
2. On each occasion the Client uses the tenant verification Services it shall ensure that each tenant or potential tenant of the Client (or Principal, as the case may be) has given consent in advance to any check which is to be undertaken by the Client. The consent shall be obtained using the wording set out on the checkmytenant.co.uk website or other website through which Experian delivers tenant verification Services. If the Client fails to obtain this consent, the Client shall not use the tenant verification Services in respect of the relevant individual.
3. The tenant verification Services are only permitted to be used by persons acting in a business capacity as a landlord or a letting agent, and the Client confirms that it is acting in such capacity.
4. The tenant verification Services are to be used for tenant vetting purposes only (for the purposes of this Section being the Permitted Purpose) and no other purpose. The Client must not use, or allow others to use, the tenant verification Services or Tenant Information (or both) to provide authentication, fraud prevention or any other information-based services to anyone else.
5. Subject to Paragraph 6 of this Section, the restriction in Paragraph 4 of this Section does not prevent the Client from sharing the Tenant Information with any of its Group Companies for the internal business purposes of the Client providing the Client ensures that the provisions relating to confidentiality and licence and use also bind its Group Companies.
6. If the Client acts as an agent for Principal, in order to consider the suitability of individuals for a tenancy with the Principal, the Client is permitted to make the Tenant Information available to the Principal for this purpose only but the Client ensures that the provisions relating to confidentiality and licence and use also bind the Principal.
7. Experian is not responsible for any loss of any kind suffered by the Client as a result of a claim made by someone about whom Experian has provided Tenant Information.

#### TERMS RELATING TO DATA MANAGEMENT SERVICES

1. The Client acknowledges that the business to business marketing data supplied by Experian ("Marketing Data") may contain data licensed to Experian by third parties. Experian is contractually restricted from sub-licensing the whole or substantially the whole of certain third party databases in one single selection of records or in several selections to a single sub-licensee either alone or together with its affiliates. Experian reserves the right (without incurring any liability to the Client) to withhold performance of the Services and/or the provision of any data to the Client to the extent that Experian reasonably considers this to be necessary in order to comply with this restriction and/or any other obligation of Experian to any licensor of data.
2. The Client shall only be permitted to use the Marketing Data for the following Permitted Purpose: for business to business marketing and commercial customer database management.
3. If requested by Experian, the Client shall provide to Experian a sample of all promotional material to be delivered to any and all names and address included within the Marketing Data and the Client further expressly agrees that it shall not send out any promotional material if so required by Experian.
4. The Marketing Data may contain a number of check names and addresses in order to monitor the usage and to ensure that the Information is used in accordance with this Agreement.

#### TERMS RELATING TO ANY SERVICE WHICH IS TAKEN THROUGH EXPERIAN'S E-SERIES PLATFORM

Despite the presence of other Experian terms and conditions for E-series services (whether for business information, consumer information, or motor vehicle information) which can be found online when the Client enters the relevant E-series service ("E-series Online Terms"), and any purported acceptance by the Client of such E-series Online Terms, the parties agree that such E-series Online Terms shall have no force or effect on either party and that the Standard Terms and Conditions and these Product Specific Terms and Conditions shall be binding on the parties for the purpose of this Agreement.

#### TERMS RELATING TO THE COMMERCIAL COLLECTIONS LETTER SERVICE

The following definitions are used in this Section of these Product Specific Terms and Conditions in relation Collections Services:

"Debtor"	A business whose details are contained in the Input;
"Delinquency Letter"	The letter that Experian will send to Debtors informing them that payment is overdue to the Client;

"Input"	The data selected by the Client from time to time from the data uploaded into BusinessIQ or otherwise provided to Experian in respect of the Service. Input shall be deemed to be Client Data for the purposes of this Agreement;
"Pre-Delinquency Letter"	The letter that Experian will send to Debtors reminding them payment is due to the Client.

1. The Client shall be required to submit either Payment Performance Data or Commercial CAIS Data, subject to the terms relating to any Service which uses data obtained from a data sharing scheme set out in these Product Specific Terms and Conditions in order to receive the Commercial Collections Letter Service.
2. It is a condition of Experian providing this Service, that the Client at all times adheres to the Service Conditions Document located at <http://www.experian.co.uk/assets/legal-information/fca-scd-final270314.pdf> as it is updated by Experian from time to time.
3. The Commercial Collections Letter Service shall only be used to assist the Client in its own collection of unsecured commercial debt relating to businesses and must not be used by the Client for the purpose of assisting with the collection of consumer debts or any debt related to any personal account. For the purpose of this Section, this shall be the Permitted Purpose for the Commercial Collections Letter Service.
4. The parties agree that in relation to the Input, for the purposes of the DPA the Client shall be the data controller and Experian shall act as the data processor. Experian agrees that it shall process personal data provided to it pursuant to this Agreement only in accordance with the instructions of the Client. The Client hereby instructs Experian to process such personal data to the extent reasonably necessary for the performance of the Services.
5. The Client warrants, and warrants on behalf of each Additional User, that:
  - 5.1. it is entitled to supply to Experian the Input for the purpose of Experian sending the Pre-Delinquency Letters and Delinquency Letters to Debtors, and has in place all consents necessary to enable the use of the Input for such purpose;
  - 5.2. the supply by the Client of the Input, and the use of the Input for the purpose described in paragraph **Error! Reference source not found.** shall not infringe the rights of any third party;
  - 5.3. the content of the Delinquency Letters and Pre-Delinquency Letters is accurate in relation to each of the Debtors whose details are included in the Input;
  - 5.4. it shall make available to Debtors at all times during the Client's usual office hours any means of contact that the Delinquency Letter and Pre-Delinquency Letter states Debtors can use to communicate with the Client (for example, a call centre);
  - 5.5. it shall comply with any guidance on debt collection issued by the Financial Conduct Authority from time to time.
6. Experian shall be entitled to suspend the provision of the Commercial Collections Letter Service or terminate the Agreement in respect of the Commercial Collections Letter Service if Experian in its reasonable opinion believes that performance of the Commercial Collections Letter Service would be contrary to any legal or regulatory requirement or any requirement of industry good practice, or is causing or is likely to cause damage to the reputation or goodwill of Experian.

#### TERMS RELATING TO ANY SERVICE WHICH UTILISES NCOA® ALERT DATA

If the Client is taking any Services utilising Royal Mail NCOA® Alert Data, the following provisions of the "Royal Mail NCOA® Alert Data – End User Agreement" set out below shall apply:

The Royal Mail has stipulated that the following terms and conditions (the "Minimum Terms") shall apply to a client of Experian who is licensed to receive Royal Mail NCOA® Alert Data. These terms and conditions have been imposed and Experian has no authority or ability to agree to any amendments.

In this Section, references to "the End User" are references to the Client, references to "the Licensee" are references to Experian and the following terms have the following meanings:

"Applicant"	an applicant for the End User's products or services;
"Applicant Record"	the name and address (and, where available, the date of birth) of an Applicant which have been lawfully and fairly obtained by the End User for the purpose of verifying the Applicant's application for the relevant product or service of the End User;
"DPA"	the Data Protection Act 1998;
"EEA"	the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;
"Intellectual Property Rights"	all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;
"Match"	each instance where any of the name and address (and, where available, the date of birth) fields within an Applicant Record is identified as the same as or is an abbreviation, extension or variation of the full name and Old Address (and, where available, the date of birth) fields included in the NCOA® Alert Data;
"NCOA ® Alert Data"	the Redirection Data and Non-Redirection Data licensed to the Licensee by Royal Mail which is comprised in the Product and shared with the End User by way of an Output;
"New Address"	the address specified by a Redirection Customer as that to which mail should be redirected (as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes);
"Non-Redirection Data"	data collected from databases or sources other than the Redirection Forms;
"Old Address"	the address specified by a Redirection Customer as that from which mail should be redirected (as subsequently amended by Royal Mail, if necessary);
"Outputs"	the elements of the NCOA® Alert Data which shall be provided to the End User in the case of a Match;
"Permitted Purpose "	to search for and identify Matches in order to find out where a mail redirection is or has been

"Product"

"Redirection Customer"

"Redirection Data"

"Redirection Form"

"Redirection Service"

in place or is pending in the name of an Applicant for the explicit purpose of verifying the identity of the Applicant for the prevention of fraud including cases of money laundering and impersonation of the Applicant;  
any product, service or other solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of, the Outputs;  
a customer of the Redirection Service;  
data collected from the Redirection Forms completed by Redirection Customers;  
the application form completed by individuals who wish to use the Redirection Service;  
Royal Mail's redirection service provided to members of the public who wish to have mail which is addressed to them forwarded from their old address to their new address.

#### Licence

- In consideration of the End User complying with these Minimum Terms, the Licensee grants to the End User a non-exclusive, non-transferable, revocable sub-licence to access and use the NCOA® Alert Data accessed as part of its use of the Product in the EEA only for the Permitted Purpose.
- The End User shall not at any time, sell, deal, transfer, sub-licence, distribute, commercially exploit, or otherwise make available to third parties or use for the benefit of third parties the whole or any part of the NCOA® Alert Data other than in accordance with these Minimum Terms.
- The End User shall not copy, adapt, alter, modify, or otherwise interfere with the Outputs or combine the same with other materials or data.
- The End User shall not assign, sub-contract or otherwise deal with the End User Agreement or any part of it.
- The End User shall be permitted to search for Matches either in respect of individual Applicants or a batch of Applicants at the same time.
- The End User shall not retain any Outputs and/or information relating to Matches on Applicant Records or credit files, provided that, by way of exception and where relevant, the End User may separately retain information on Matches only for a period of up to a maximum of five years from the date of termination of the relevant customer relationship in so far as and for as long as this is necessary to comply with the Financial Services and Markets Act 2000, any statutes, statutory instruments, regulations, rules, guidance or codes of practice (and modifications and/or re-enactments of the same) issued by the Financial Services Authority and/or issued pursuant to any EU Directives on Money Laundering (including but not limited to the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 SI 2003/3075, and the Joint Money Laundering Steering Group guidance).
- The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of these Minimum Terms by the End User.
- The End User must not withhold any product or service from an Applicant solely on the basis of a Match and the associated Outputs.
- The End User must pay the Licensee all relevant fees as specified by the Licensee for its use of the Product.
- The End User shall:
  - comply in full at all times with all requirements concerning the security processes notified to it by the Licensee in respect of the Product;
  - ensure that all details of the security processes are only provided to employees on a strictly "need to know" basis and for use only in accordance with the Permitted Purpose;
  - ensure that all details concerning the security processes are treated as confidential at all times.

#### Liability of Royal Mail

- The End User acknowledges that Royal Mail:
  - does not warrant the accuracy and/or completeness of the NCOA® Alert Data;
  - will not be liable for any loss or damage (whether direct or indirect or consequential) however arising from the use by the End User of, or performance of, the NCOA® Alert Data or the Product, with the exception of death or personal injury caused by Royal Mail's negligence;
  - will not be liable to the End User in respect of any services provided by the Licensee; and
  - will not be obliged in any circumstances to provide NCOA® Alert Data or related services directly to the End User.

#### Intellectual Property

- The Intellectual Property Rights in NCOA® Alert Data supplied to the End User as part its use of the Product shall remain at all times the property of Royal Mail.
- The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the NCOA® Alert Data and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the NCOA® Alert Data.
- The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the NCOA® Alert Data or any other of the Intellectual Property Rights of Royal Mail.

#### Confidentiality

- The End User shall keep all Outputs confidential and shall not disclose any part of it to any person except as permitted by the Licensee.

#### Data Protection

- The End User shall comply with the requirements of the Data Protection Act 1998 and related statutory instruments, regulations or codes or practice ("DPA") as they apply to the End User's use of the NCOA® Alert Data received through its use of the Product, and makes any notification required under the DPA.
- The End User undertakes that it will not do anything or omit to do anything which would place the Licensee or Royal Mail in breach of the DPA.

#### Termination

- The Licensee may terminate the End User Agreement at any time if the End User fails to comply with any of the Minimum Terms.
- The End User Agreement shall terminate in respect of the NCOA® Alert Data with immediate effect in the event that the Licensee's agreement with Royal Mail is terminated.
- The End User acknowledges that the Licensee may cease to supply or modify the Product where Royal Mail is required to cease or change the supply of NCOA® Alert Data by law or by a relevant regulatory body.

#### General

1. The End User acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to the End User Agreement, in accordance with the Contracts (Rights of Third Parties) Act 1999. The End User further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights in the NCOA® Alert Data on its own behalf.
2. Except as set out above, a person who is not a party to the End User Agreement may not enforce any of its provisions under the

Contracts (Rights of Third Parties) Act 1999.

3. These Minimum Terms may not be varied by the Licensee or the End User without the prior written consent of Royal Mail.

These Minimum Terms are governed by English law.

#### TERMS RELATING TO ANY SERVICE WHERE THE CLIENT IS ISSUED WITH ENTRUST SECURITY SOFTWARE

- 1 If the Client is taking any Service requiring the use of Entrust security software from Experian ("Security Software") the following terms shall apply:
  - 1.1 the Client acknowledges that the Security Software has been deliberately designed to cause access to the Services to be denied if (inter alia) the Security Software is disrupted, interfered with or moved. Experian shall not have any liability to the Client in respect of any loss or damage suffered by the Client if the Client is not able to access the Services as a result of any unauthorised act or omission of the Client or any third party that relates to the Security Software;
  - 1.2 each copy of the Security Software and each electronic identity issued in respect thereof may only be allocated to one individual user, or server or network node;
  - 1.3 the Client may use the Security Software solely for the purpose of conducting business with Experian;
  - 1.4 the Security Software, including any related copyright, trade-mark, trade secret, and patent rights are owned by Entrust Technologies Limited or its third-party licensors and will remain the sole and exclusive property of Entrust Technologies Limited and its third-party licensors. Any third party software included as part of the Security Software may be used only with the Security Software unless otherwise authorised in writing by Experian;
  - 1.5 the Security Software is protected by copyright laws and other intellectual property laws in the United States, Canada and through international copyright treaties and other intellectual property treaties;
  - 1.6 the Security Software is subject to export and import control laws. The Client may not export or import the Security Software. The Client shall comply with all applicable export or import control laws and shall defend, indemnify and hold Experian and its suppliers harmless from any claims arising out of Client's violation of any such export or import control laws.

#### TERMS RELATING TO ADDITIONAL USERS

1. This Section of these Product Specific Terms and Conditions shall apply where the Schedule states that there are Additional Users in connection with the Services.
2. For the purposes of this Agreement "Additional User" shall mean the Additional User(s) identified in the Schedule (if any) and such Additional User(s) shall be entitled to exercise the Additional User Rights as indicated in the Schedule.
3. The Additional User Rights are as follows, either:
  - "Additional User Right A" which means the right for the Client to use the Services on behalf of the Additional User(s); or
  - "Additional User Right B" which means the right for the Client to make the Services available to the Additional User(s).
4. Where the Additional User(s) identified in the Schedule is a Group Company of the Client, then the entitlement of that Additional User(s) to exercise the relevant Additional User Right shall be permitted for so long as such company remains a Group Company of the Client. Where the Additional User identified in the Schedule is not expressly identified as a Group Company, then the entitlement of that Additional User to exercise the relevant Additional User Right shall be permitted for so long as the Client itself is entitled to receive the Services, unless the Client notifies Experian to the contrary.

#### TERMS RELATING TO ANY SERVICE WHICH USES DATA OBTAINED FROM A DATA SHARING SCHEME

The following definitions are used in this Section of the Product Specific Terms and Conditions:

"Data Sharing Scheme" means 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, such as (but not limited to) the Payment Performance Scheme, CAIS and Commercial CAIS.

"Data Sharing Scheme Rules" means the rules of the relevant Data Sharing Scheme.

1. The use by the Client of any Services which are dependant 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.
2. If at any time this condition is not satisfied, Experian shall be entitled to discontinue the provision of any and all Services which utilises data from the relevant Data Sharing Scheme.

#### TERMS RELATING TO BANK ACCOUNT VERIFICATION AND VALIDATION SERVICES

The following definitions are used in this Section of the Product Specific Terms and Conditions:

"Check" means any occasion upon which the Service is accessed for the purpose of making a Validation Check, Verification Check or both a Validation Check and a Verification Check;

"Validation Check" means any occasion upon which the Service is accessed in order to standardise and modulus check domestic and/or international bank account numbers and retrieve all relevant available bank and branch information;

"Verification Check" means any occasion upon which the Service is accessed in order to verify the ownership of a bank account with the express intention of setting up an electronic payment to or from an individual's bank account (being the "Verification Check Permitted Purpose");

1. Where the Client is taking the Verification Check Service, the Client may only perform such Verification Checks in accordance with the Verification Check Permitted Purpose.
2. The Client acknowledges (and to the extent that Experian is acting as a Data Processor for the Client instructs) that, subject to the provisions of the DPA, Experian may:
  - a. use any Personal Data provided by the Client and disclose such Personal Data to third parties including without limitation banks and account holders where Experian, acting reasonably, believe that such disclosure will assist with the prevention or detection of fraud or other crime.
  - b. retain records of Checks made by the Client for a period of up to 12 months for audit and monitoring purposes, which may include Personal Data relating to the Client's staff and customers.



3. Where the Client takes the Netherlands Account Look-Up Service, the following terms shall also apply:
  - “BBAN” means Basic Bank Account Number
  - “BIC” means Bank Identifier Code
  - “IBAN” means International Bank Account Number
  - “IBAN BIC Database” means the database hosted and maintained by Experian Netherlands B.V (“Experian NL”) on behalf of Stichting IBAN Service NL (“the Foundation”) which contains data for Netherlands only to convert BBAN to BIC and IBAN.
4. The Client acknowledges and agrees that access to the Netherlands Account Look Up is subject to the IBAN BIC Database being available to Experian and is therefore of temporary nature. Provision of the Netherlands Account Look Up shall cease upon termination of the IBAN BIC Database agreement between Experian NL and the Foundation.
5. In the event that the Netherlands Account Look Up becomes unavailable to Experian at any time, Experian shall (without notice or liability) be entitled to terminate the Agreement to the extent affected by the unavailability.
6. The Client consents to the following information being provided to Experian NL and/or the Foundation in relation to the Netherlands Account Look Up on request:
  - a. Full (registered) company name and address
  - b. Name and contact details of main Client contact
 such information shall not be transferred outside the EEA.
7. The Permitted Purpose in respect of the Netherlands Account Look Up service is that it shall only use the database of BBAN within its own administration for the purpose of making payments and /or direct debits.

#### **TERMS RELATING TO SERVICES WHICH UTILISE DETECT DATA**

Where the Client is taking Experian’s Detect Service (or any Service which utilises Experian’s Detect database) then Experian will take the Client Data and include this as part of Experian’s Detect database.

#### **TERMS RELATING TO ANY SERVICES WHERE BUSINESS INFORMATION IS PROVIDED**

1. The Client acknowledges that certain Experian Data may contain data licensed to Experian by third parties. Experian is contractually restricted from sub-licensing the whole or substantially the whole of certain third party databases in one single selection of records or in several selections to a single sub-licensee in any 12 month period either alone or together with its affiliates. Experian reserves the right (without incurring any liability to the Client) to withhold performance of the Services and/or the provision of any data to the Client to the extent that Experian reasonably considers this to be necessary in order to comply with this restriction and/or any other obligation of Experian to any licensor of data.
2. The Experian Data may contain a number of seed records, which can be tracked in order to monitor the usage and to ensure that the Experian Data is used in accordance with this Agreement.
3. The Client cannot under any circumstances use any Experian Data to compile its own Business Database or to verify any other Business Database. For the purposes of this Agreement, “Business Database” means any general database of business names, telephone numbers, addresses and other related information, other than its own customer database.
4. If a request for business information requires Experian to provide Personal Data, the Client shall ensure that any relevant data subject has given consent to the processing, or that the processing is otherwise compliant with the first data protection principle set out in the DPA.
5. The Client agrees that Experian may, if required to do so, disclose the Client’s name and address to the business that is the subject of a business report provided to the Client upon request of the subject business. The Client also agrees that it will provide to Experian upon request, and that Experian may disclose to the subject business, the reason why the business report was requested by the Client.
6. The Client acknowledges that where Experian provides the Client with international business information and/or reports, in order to comply with the restrictions imposed on it by its third party licensors Experian may not be able to supply the Client with international business information related to a business in the territory in which the Client is located.
7. If the Client is located outside the EEA, the Client agrees that any requirement for Experian to transfer Personal Data outside the EEA under this Agreement is subject to the transfer being compliant with the eighth data protection principle and the Client shall take such steps as are necessary in the circumstances to achieve this compliance.
8. Where Experian provides any Business Information, the following Permitted Purposes shall apply:
  - a. for customer management, the Client shall be permitted to use the Experian Data for its own internal business purposes within the Territory related to its customer management to gain knowledge about its customer base.
  - b. for direct marketing, the Client shall be permitted to use that Experian Data within the Territory for direct marketing to its customers and/or prospective customers.
  - c. for credit risk assessment, then the Client shall be permitted to use that Experian Data within the Territory to assess credit worthiness.
  - d. for commercial collections, the Client shall be permitted to use that Experian Data within the Territory for its own commercial collections purposes in accordance with any terms relating to any Service provided to assist in commercial collections.

#### TERMS RELATING TO ANY SERVICES WHICH ASSISTS IN DEBT COLLECTION

- 1 The Client acknowledges and agrees that:
  - 1.1 where the Service is being provided for the purpose of consumer collections, it will only use information provided as part of this Service for the purposes (being the Permitted Purpose) of assisting in the collection from individuals of amounts which have not been paid in accordance with the legal obligations of those individuals or in circumstances which are or may be fraudulent.
  - 1.2 where the Service is being provided for the purpose of commercial collections, it will only use information provided as part of the Services for the purposes (being the Permitted Purpose) of assisting in the collection from businesses of amounts which have not been paid in accordance with the legal obligations of those businesses or in circumstances which are or may be fraudulent.
  - 1.3 any recommended treatment or actions, or summary screen ("suggested actions") provided to the Client as part of the Services will be automated based on factors agreed with the Client, and that the suggested actions do not constitute advice or decisions for or on behalf of the Client.
  - 1.4 it shall not identify Experian as the source of any information provided to it as part of this Service.
- 2 The Client agrees to only use the Experian Data provided as part of any data enhancement service for the purpose of debtor tracing, the collection of overdue debts and enhancing the accuracy of customer information held within a collections file.

#### TERMS RELATING TO ANY SERVICE WHICH UTILISES AN AUTOMATED VALUATION MODEL

1. For the purposes of this Section "Report" shall mean the report relating to a residential property produced as a result of the use of the Services by the Client.
2. The Client shall:
  - 2.1. be responsible for the provision of such hardware and software as is necessary to enable the Client to access the Services via the internet and thereafter use the Services;
  - 2.2. not publish or disclose to any third party a Report or any part thereof unless expressly agreed otherwise in writing with Experian except where the Client is a lender and it is required to disclose and/or provide a copy of the report to the borrower applying for a loan from the Client (or the borrower asks the lender to disclose the same);
  - 2.3. not use the Services in respect of any property other than a residential property.
3. If the Client uses the Service otherwise than in accordance with this Agreement, Experian shall without prejudice to any other of its rights be permitted to suspend and/or terminate the Service.
4. Experian may at any time during the Term notify the Client that the Mover Alerts Service shall no longer be available on giving not less than 6 months' notice. The fees set out in the fees section of the Schedule may be adjusted accordingly.]

#### TERMS RELATING TO ANY SERVICES WHICH UTILITSE THE NATIONAL PROPERTY DATABASE

The Client agrees not use the Services and/or Experian Data provided in connection with the Services in respect of residential property in the Territory for secured lending screening, assessment and/or decision making, or for valuing properties in a portfolio of secured loans.

#### TERMS RELATING TO ANY SERVICES WHICH PROVIDE MOVER ALERTS

1. If the Client is taking the Mover Alerts Service, the following special terms shall apply:
  - 1.1 "Mover Alert" shall mean a notification or flag indicating that there is a potential house move relating to an address;
  - 1.2 "Mover Alerts Service" means the service whereby Experian places a Mover Alert against the addresses of those existing customers of the Client contained within the Client Data.
  - 1.3 Subject to Clauses 1.4 to 1.6, the Client shall be permitted to use the Mover Alerts Service at address level for the purposes of existing customer retention, existing customer or account management (including collection of consumer debts) and directly related administration and no other purpose ("Permitted Purpose");
  - 1.4 Provided the Client has the relevant consents and/or permissions in place with each of its respective customers, the Client shall also be permitted to use the Mover Alert Service for the purposes of marketing the Client's new products or services to its existing customers only and not for the acquisition of new customers or the targeting of new prospective customers or any other any marketing purposes;
  - 1.5 The Client shall not use the Mover Alerts Service:
    - 1.5.1 where the Client's primary business activity is the operation of a Debt Collection Agency or similar; or
    - 1.5.2 for the purpose of assisting with the collection of consumer debts where the loan was neither (a) originated with the Client or (b) acquired as part of a portfolio by the Client or as part of some other kind of credit arrangement; or
    - 1.5.3 for the purpose of the development, sale or rental of residential properties; or
    - 1.5.4 to consolidate the Mover Alerts and compile its own database .
  - 1.6 Notwithstanding anything to the contrary, the Client shall only be permitted to use each Mover Alert once, but it can be appended to the relevant Client's customer records for audit trail purposes, provided that the Client complies with the DPA in relation to such

data retention.

- 1.7 If the Client uses the Mover Alerts Service otherwise than in accordance with this Agreement, Experian shall (without prejudice to any other of its rights) be permitted to suspend access to the Mover Alerts Service and/or terminate the Mover Alert Service.
- 1.8 Experian may at any time during the Term notify the Client that the Mover Alerts Service shall no longer be available on giving not less than 6 months' notice. The fees set out in the fees section of the Schedule may be adjusted accordingly.

#### **TERMS RELATING TO ANY SERVICES WHICH VERIFY HOME OWNERSHIP**

The Client agrees to use the Service to verify land and property ownership for its internal business purposes only, but not to use the Service for the purposes of direct marketing, advertising or promoting a particular product or service.

#### **TERMS RELATING TO ANY SERVICES WHICH ASSIST IN THE TRACING OF INDIVIDUALS FOR ASSET REUNIFICATION PURPOSES**

1. The Client undertakes that it shall:
  - a. use the Experian Data solely for the purpose of tracing an individual in order for the Client to reunite an asset with its owner (or the owner's legal representative) and for no other purpose ("Permitted Purpose");
  - b. take reasonable steps to confirm the identity of an individual and corroborate the validity of that individual's entitlement to an asset before contacting an individual whom the Client has traced; and
  - c. not identify Experian as the source of any data relating to the traced individual (or their legal representative).