

BANK WIZARD ONLINE TERMS AND CONDITIONS

The "Bank Wizard Online Terms and Conditions" shall comprise of the following:

- (i) Short Form Bank Wizard Online Terms and Conditions, and
- (ii) Additional Terms for Bank Wizard Online

The Bank Wizard Online Terms and Conditions together with the Order Confirmation already signed by your company ("the Client") constitute the entire agreement ("the Agreement") between the Client and Experian Limited ("Experian") for the provision of the Product and Services contained within the Order Confirmation.

By inputting (or attempting to input) the user name and password supplied, the Client acknowledges it has read and understood these Bank Wizard Online Terms and Conditions and agrees to be bound by them.

SHORT FORM BANK WIZARD ONLINE TERMS AND CONDITIONS

1. PRIMARY OBLIGATIONS AND WARRANTIES

- 1.1. Experian shall:
 - 1.1.1. provide the Product and Services in accordance with this Agreement;
 - 1.1.2. use all reasonable care and skill in the performance of the Services, (and in the collection and collation of any data on which the Services are based or which is comprised within the Services).
- 1.2. The Client shall use all reasonable endeavours to ensure that any information provided to Experian is complete, accurate and in the agreed format.
- 1.3. Each of the parties shall use all reasonable endeavours to perform its obligations under this Agreement in accordance with any written timetable for delivery of the Product and Services agreed between the parties. Time shall not be of the essence in relation to any of Experian's obligations under this Agreement
- 1.4. Each party warrants that it has the full power and authority to enter into this Agreement.
- 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.
- 1.6. All warranties set out in this Agreement (including those set out in the Appendix) are subject to the Client complying with its obligations under this Agreement.
- 1.7. Experian shall have no liability or obligations under any warranty in this Agreement other than (at Experian's sole discretion) to:
 - 1.7.1. remedy breaches by the provision of materials and services within a reasonable time and without charge; or
 - 1.7.2. terminate this Agreement with immediate effect and reimburse the Client for the Charges paid to Experian under this Agreement in the preceding 12 month period.

2. TERM

- 2.1. This Agreement shall be deemed to have commenced on the Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue for the Initial Term and thereafter unless terminated by either party serving on the other not less than the Minimum Notice Period to expire on or after the end of the Initial Term. The Client or Experian may terminate the provisions of this Agreement relating to an item of Product or Services without terminating the Agreement as a whole as set out elsewhere in this Agreement. The Bank Wizard Online Terms and Conditions will remain in place for so long as there is an unexpired Order Confirmation in place.

3. PAYMENTS AND INVOICING

- 3.1. The Client shall pay the Charges set out in and/or referred to in the Order Confirmation. All sums referred to in this Agreement are exclusive of VAT.
- 3.2. Experian will invoice the Client as stated in the Order Confirmation.
- 3.3. All invoices are payable in cleared funds within 30 days after receipt of invoice by the Client. If any sum payable by the Client 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.
- 3.4. Unless stated in the Order Confirmation, all Charges specified shall be exclusive of all reasonable out of pocket expenses, which shall, where agreed by the Client, be payable in addition by the Client. Experian shall provide

receipts or other reasonable evidence to the Client of all out of pocket expenses

- 3.5. If the Client does not meet any minimum fee requirement in a period as referred to in the Order Confirmation (if applicable), Experian shall be entitled to invoice the Client for the difference between the Charges actually payable in that period and that minimum fee. Any such amount shall be payable to Experian as a debt.
- 3.6. Unless otherwise stated in the Order Confirmation, the Charges set out in the Order Confirmation will be fixed until increased on the date(s) set out in the Order Confirmation or, if none, then each anniversary of the Commencement Date. Any such increase shall not exceed the percentage increase over the 12 months prior to the increase taking effect:
 - 3.6.1. in the relevant managerial and/or professional band of the HAY Index produced by The HAY Group Management Limited (Company No 763575) based on the financial provincial scales for systems staff in the managerial and professional bands as the case may be (in the case of man day rates);
 - 3.6.2. in the Retail Prices Index published by the Central Statistical Office (in the case of all other Charges).
- 3.7. If any index referred to in Clause 3.6 ceases to be published then a broadly equivalent index as may be agreed by the parties will be used as a substitute.

3.8. The Client acknowledges that access to the Product may be denied if Charges are not paid

4. NATURE OF THE PRODUCT AND SERVICES, ACCEPTANCE

- 4.1. Experian's Product and Services are not intended to be used as the sole basis for any business decision, and are based upon data and other materials which are 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's Product and Services also involve models and techniques based on statistical analysis, probability and predictive behaviour. Experian is therefore not able to accept any liability, other than under Clause 1.1, for:
 - 4.1.1. any inaccuracy, incompleteness or other error in the Product, the Services and/or the Information which arises as a result of data or other materials provided to Experian by the Client or any third party;
 - 4.1.2. any failure of the Product or Services to achieve any particular result for the Client.
- 4.2. Unless otherwise stated in the Order Confirmation the Client shall accept the Product upon the first access to the Product using the user name and password provided to the Client.

5. COMPLIANCE AND AUDIT

- 5.1. Each party shall in connection with the provision or use of the Product and Services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party, including the DPA.
- 5.2. The Client undertakes to Experian that it will ensure that all use of the Documentation by third parties where permitted by this Agreement complies with the DPA.
- 5.3. In relation to the DPA the parties shall in addition to the general obligations set out above, notify all relevant details of any processing of personal data to the Information Commissioner's Office as set out in the DPA and only process such personal data in accordance with the terms of its notification under the DPA;
- 5.4. The Client shall permit Experian (on reasonable notice and during normal working hours) to audit the Client's compliance with its obligations under this Agreement in relation to the use of any Product, data or other materials. Experian shall:
 - 5.4.1. observe the Client's procedures relating to the protection of confidential information about any clients or customers of the Client;

- 5.4.2 take all reasonable steps to minimise disruption to the Client's business during such audit.
- 5.5 In order to protect the integrity of the data used in connection with the Product and Services, the Client shall:
 - 5.5.1 comply with Experian's reasonable instructions and guidelines relating to data security;
 - 5.5.2 not copy, interfere with and/or use in any unauthorised way any digital certificate or any other security device provided by Experian.

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;
 - 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. Each party may disclose Confidential Information to, and allow its use in accordance with this Agreement by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 6:
 - 6.2.1. employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
 - 6.2.2. Additional Users set out in the Order Confirmation, to the extent required for them to receive the benefit of this Agreement;
 - 6.2.3. the recipient's auditors and professional advisors solely for the purposes of providing professional advice;
 - 6.2.4. if Experian is the recipient, agents and sub-contractors of Experian involved in performing Experian's obligations under this Agreement, and Experian group companies;
 - 6.2.5. if Experian is the recipient the Information Commissioner's Office pursuant to any requirement to do so (whether legally binding or otherwise), and any person as permitted by the DPA or any other statutory provision.
- 6.3. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
 - 6.3.1. is or comes within the public domain other than through a breach of Clause 6.1; or
 - 6.3.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
 - 6.3.3. is lawfully received from a third party (with full right to disclose); or
 - 6.3.4. is independently developed by the recipient without access to or use of the Confidential Information; or
 - 6.3.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body.

7. USE OF INFORMATION/SERVICES

- 7.1. The Client agrees that it will:
 - 7.1.1. use the Services and/or the Information for the Permitted Purpose only;
 - 7.1.2. 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 the Information;
 - 7.1.3. not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Services and/or any Information.

8. INTELLECTUAL PROPERTY RIGHTS AND LICENCE

- 8.1. All Intellectual Property Rights in the Client Data will remain vested in the Client (or its relevant licensors).
 - 8.2. All Intellectual Property Rights in the Services, the Documentation and the Information will remain vested in Experian (or its relevant licensors).
 - 8.3. The Client grants Experian a perpetual, royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Data in order to perform this Agreement and to use (and copy) the Client Data in an anonymous format for the business purposes of Experian.
 - 8.4. Experian grants to the Client a non-exclusive, non-transferable licence to use the Documentation for the Permitted Purpose for the duration of this Agreement.
 - 8.5. The Client agrees to be referenced as an Experian customer and will allow, upon specific Experian request and following Client's availability, site visits from Experian customers and prospects, if not Client's direct competitors. The Client agrees to be referenced as an Experian case study and will allow Experian to publish articles or other materials, related to the use of the Product and Services that will be submitted to the Client for its specific authorisation.
 - 8.6. Access to the Product requires a valid user name(s) and password(s). A new user name(s) and password(s) will be supplied every 12 months provided all Charges, including any Annual Support Charge, have been paid by the Client to Experian. If an Annual Support Charge is not paid within 50 days of the end of the previous Contract Year and such Charges have not been disputed on reasonable grounds in good faith then (without prejudice to Experian's other rights and remedies) Experian reserves the right to either withhold issue of a new user name(s) and password(s) or revoke access to the Product under an existing user name(s) and password(s) and so render the Product inoperable until such Charge (plus any accrued interest and reasonable legal costs and expenses) has been paid to Experian in full.
- ## 9. LIMITS ON LIABILITY
- 9.1. 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):
 - 9.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 9.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;
 - 9.1.3. for breach of Clause 6;
 - 9.1.4. (in the case of the Client) for any intentional breach of Clause 7.1.2;
 - 9.1.5. 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
 - 9.1.6. for that party's fraud.
 - 9.2. 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.
 - 9.3. Except as provided in Clauses 9.1, 9.2 and 9.4 and subject to the additional limitations set out in the Order Confirmation, 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:
 - 9.3.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;
 - 9.3.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the Charges (excluding VAT)

paid by the Client to Experian under this Agreement in the previous Contract Year.

- 9.4. The limitations in Clause 9.3 shall be in addition to the obligation of the Client to pay fees and Charges under this Agreement
- 9.5. Subject to Clause 9.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
- 9.5.1. any indirect or consequential loss;
- 9.5.2. 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;
- 9.5.3. 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.

10. TERMINATION

- 10.1. Either party shall be entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:
- 10.1.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;
- 10.1.2. 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;
- 10.1.3. if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, 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 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.
- 10.2. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination. The Client's entitlement to use the Documentation and/or the Information shall (unless such entitlement is stated to be perpetual) cease on termination of this Agreement.
- 10.3. Upon termination of this Agreement for whatever reason the Client agrees to return to Experian as soon as reasonably practicable after Experian's request any equipment and any copies of Product or Documentation that are the property of Experian (or a third party supplier to Experian) and in the possession or control of the Client.

11. GENERAL

- 11.1. 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) or fax to the addresses of each party as set out on the front page of the Order Confirmation or as

otherwise notified in accordance with the provisions of this Clause.

- 11.2. Notices shall be deemed to have been duly given: if delivered personally, upon delivery; if sent by post, two clear days after the date of posting; if sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.
- 11.3. Except as provided in Clause 11.4 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 11.4. 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.
- 11.5. The Client acknowledges and agrees that in the event that it acquires the business (all or part) of and/or control of and/or merge with any other client (for the purpose of this clause a "Third Party") of Experian to whom Experian provides its services (such event being for the purpose of this Clause a "Takeover Event") or is itself the subject of a Takeover Event, then any provision of, as the case may be, such agreement that the Third Party Client has with Experian or of this Agreement which relates to applicable fee rates, period of agreement and/or minimum fees payable, remains in effect and will not be prejudiced by the Takeover Event.
- 11.6. If any part of this Agreement 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 this Agreement and such other provisions shall remain in full force and effect.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.
- 11.10. 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.
- 11.11. 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.
- 11.12. 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 relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party 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 this Agreement.
- 11.13. 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.
- 11.14. 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.

- 11.15. Nothing in this Agreement is intended to, or shall, operate to:
- 11.15.1. create a partnership or joint venture of any kind between the Client and Experian;
 - 11.15.2. authorise either party to act as agent for the other party;
 - 11.15.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 11.16. In this Agreement:
- 11.16.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
 - 11.16.2. references to clauses and order confirmations are to the Clauses of and the Order Confirmation to this Agreement;
 - 11.16.3. the singular includes the plural and vice versa;
 - 11.16.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
 - 11.16.5. where any matter is to be agreed, such agreement must be recorded in writing;
 - 11.16.6. 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.
- 11.17. If there is a particular incidence of inconsistency, the contents of the Order Confirmation shall prevail over the contents of these Bank Wizard Online Terms and Conditions to the extent of any conflict or inconsistency.
- 11.18. Persons who are not a party to this Agreement shall not have any rights under this Agreement unless explicitly stated.

12. DEFINITIONS

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

Word or Expression	Meaning
Absolute Service	Means the service which enables the Client to make a Verification Check
Annual Support Charge	An annual sum in respect of the Extended Support option for the Product, the amounts and payment dates for the Product being described in the Order Confirmation;
Application Support	Experian will use its reasonable endeavours to maintain the Product and to keep it operating effectively. Experian provides telephone support during the Standard Support hours. This support is designed to keep the Product operational, and to assist you in briefly analysing and explaining the results gained from using the Product. For the avoidance of doubt, it is not designed to operate as an in-depth consultancy service providing detailed analysis and/or management information;
Charges	Means the charges payable by the Client for the Products and Services, as set out in the Order Confirmation. These are exclusive of VAT.
Client Data	Any data owned by the Client and provided to Experian in connection with this Agreement;
Commencement Date	The date on which the Order Confirmation is countersigned by Experian;

Word or Expression	Meaning
Confidential Information	The Information and 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 any material designated as confidential by Experian's third party licensors and suppliers;
Contract Year	The first Contract Year shall be the period from the Commencement Date to the first day of the month in which the first anniversary of the Commencement Date falls. Subsequent Contract Years shall be a twelve calendar month period from the first day of that month in each year;
Documentation	The most recent version of the Bank Wizard Online Help Guide (whether on paper, electronically or in any format whatsoever);
DPA	The Data Protection Act 1998 and any subordinate legislation having effect in England;
Experian Website	The internet site with the URL: http://www.experianpayments.com or such other URL(s) notified by Experian to the Client from time to time;
Extended Support	The level of support consisting of Application Support and Service Availability Support (as opposed to Standard Support) as set out in the Order Confirmation.
Faster Payments	means the payment infrastructure sponsored by the BACS Operating Company and VocaLink which enables primarily internet and telephone banking payments and standing orders to be processed in near real time. The licence granted in the Order Confirmation may entitle the Client to make use of the enhanced validation present within Bank Wizard Online for Faster Payments for the purposes of determining branch and account level faster payments support for a given set of account details. Although the Faster Payments validation functionality is available within the Product, the Client will only be able to make use of such functionality subject to the following caveats; a) VocaLink making available releases of the extended Industry Sort Code Directory ("eISCD") in an appropriate format and with regular updates including Faster Payments details;
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;
Information	All data, scores, reports and other materials of whatever nature provided to the Client or used by Experian as part of or in connection with the Services;
Initial Contract Value	in respect of the first Contract Year the greater of any minimum fee and the actual amounts due and payable by the Client under this Agreement (excluding VAT);
Initial Set Up Fee	A one off charge to cover the set up of the Client's requested Log Ins in order to access the Product, as described in the Order Confirmation;
Initial Term	The period from the Commencement Date to the end of the first Contract Year;

Word or Expression	Meaning
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;
Log Ins	The number of individual user name(s) and password(s) required by the Client to be set up to have access the Product, as detailed in the Order Confirmation;
Minimum Notice Period	The minimum period of notice to be served to terminate this Agreement is 12 months;
Order Confirmation	The order confirmation containing the specific terms and charges relating to this Agreement including any appendices to it;
Permitted Purpose	Unless otherwise stated in the Order Confirmation, the internal business purposes of the Client at the Supported Location, and not in any event for the provision of any bureau services to any third parties;
Product	The product and services supplied to the Client by Experian under this Agreement
Service Team	Experian, any third party contractors engaged or authorised by Experian to provide any services to the Client and their respective employees;
Services	The services specified in the Order Confirmation and all other services supplied by Experian to the Client under or in connection with this Agreement;
Service Availability Support	Experian will use its reasonable endeavours to maintain the Service and to keep it operating effectively. Experian provides telephone support during the Extended Support hours. This support is designed to keep the Experian Bank Wizard Online Service operational only. For the avoidance of doubt, it will not provide analysis and/or explanation of the results gained from using the Service;
Standard Support	The level of support consisting of Application Support only (as opposed to Extended Support) as set out in the Order Confirmation.
Support Terms	the terms for Standard Support or Extended Support as applicable to the Supported Hours as detailed within the Order Confirmation ;
Supported Hours	The hours during which Support will be provided in respect of the Product as set out in the relevant part of the Order Confirmation;

Word or Expression	Meaning
Supported Location	The location at which Support will be provided in respect of the Product as set out in the relevant part of the Order Confirmation;

ADDITIONAL TERMS FOR BANK WIZARD ONLINE

<p>“Validation Check”</p>	<p>means any occasion upon which the Product is accessed using the Client’s user name(s) and password(s) in order to standardise and modulus check domestic and/or international bank account numbers and retrieve all available bank and branch information in accordance with the agreed scope of use contained within the Order Confirmation;</p>
<p>“Verification Check”</p>	<p>means any occasion upon which the Product is accessed using the Client’s user name(s) and password(s) in order to verify the ownership of a bank account with the express intention of setting up an electronic payment;.</p>
<p>“Commercial Verification Check”</p>	<p>means any occasion upon which the Product is accessed using the Client’s user names(s) and password(s) in order to verify the ownership of a commercial bank account with the express intention of setting up an electronic payment to or from a commercial bank account;</p>
<p>“Check”</p>	<p>means any occasion upon which the Product is accessed for the purpose of making a Validation Check, Verification Check or both a Validation and Verification Check in accordance with the agreed scope of use contained within the Order Confirmation;</p>
<p>“Credit Limit”</p>	<p>means (where relevant) the maximum amount of Transactional Fees that can be outstanding at any point in time;</p>
<p>“Transactional Fees”</p>	<p>means usage based Charges made by Experian in respect of the Checks made by the Client to the Product.</p>
<p>“Unauthorised Use”</p>	<p>includes any use of the whole or any part of the Product that is not carried out by competent, trained persons for the processing of data for legitimate business purposes in accordance with the terms of this Agreement, or use of the Product which is inappropriate, fraudulent or illegal;</p>

1. In order to access and use the Product, the Client shall ensure that it has a suitable internet connection or other telecommunication link for such use as specified by Experian from time to time, and the Client is responsible for the cost of a suitable internet connection and telecommunication link, telecommunication charges and internet service charges for use.
2. The Client acknowledges that in order to use the Product the Client must have a valid user name(s) and password(s).
3. Whilst Experian will use its reasonable endeavours to maximise the hours of availability of the Product it cannot guarantee its availability.
4. The Client shall take all appropriate measures in accordance with best computing practice to ensure that access to the Product is not subject to Unauthorised Use.
5. The Client acknowledges that the user name(s) and password(s) will be verified by the Product each time the Client accesses it, and that access may be denied in accordance with the provisions of this Agreement.
6. The Client shall be solely responsible for any access or attempted access to the Product made using the user name(s) and password(s) issued to it and shall be responsible for any usage whether or not such usage was authorised by it.
7. The Client shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Product is limited as set out in this Agreement.
8. The Client acknowledges that the Verification Checks carried out within the Product result in the return of information indicating how closely the information provided by the Client matches the data held by Experian, and that the Client shall not be provided with Experian’s data relating to the bank account verified. It is the Client’s responsibility to determine what action to take in respect of the information returned by the Product.
9. The Client acknowledges that the Product may contain devices that enable Experian to monitor and/or audit the use of the Product and, for the avoidance of doubt, the presence of such devices and the ability to monitor use of the Product alone shall not constitute notice to Experian of all or any breached of this Agreement by the Client.
10. The rights of Experian to withdraw or suspend access to the Product under these terms are without prejudice to the rights set out in clause 11 of the Bank Wizard Online Terms and Conditions.
11. In addition to the suspension and termination rights contained within the Bank Wizard Online Terms and Conditions and these terms, Experian shall be entitled to withdraw or suspend access to the Product by the Client in the following situations:
 - a. non-compliance by the Client with the payment provisions of this Agreement;
 - b. use of the Product outside the Permitted Purpose;
 - c. Unauthorised Use of the Product;
12. If Experian suspends or withdraws access to the Product under paragraph 11 above, the Client shall not be entitled to any refund of any Charges paid in advance.

The following provisions contained in clauses 13-16 shall apply in addition to clause 5.1 of the Bank Wizard Online Terms and

Conditions.

13. Experian shall (in circumstances where it is a data processor and subject to the terms of this Agreement) process any Personal Data only in accordance with the Client's instructions from time to time, and the provisions of this Agreement, provided that the Client shall be deemed to have instructed Experian to process any such Personal Data to the extent reasonably necessary for the provision of the Product. The Client acknowledges that other members of Experian's group may carry out such processing in fulfilment of Experian's obligations.
14. The Client acknowledges that, subject to the provisions of the DPA, Experian may 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.
15. Experian may retain records of Checks made by the Client for a period of 12 months for audit and monitoring purposes, which may include Personal Data relating to the Client's staff and customers.
16. Experian shall make such management information available to the Client in relation to the use of the Product as is specified from time to time by Experian, and may make a charge for the provision of such information.

VERIFICATION CHECKS – LIMITATIONS OF USE

Verification Checks and/or Commercial Verification Checks, if detailed within the Order Confirmation, may only be performed by the Client where there is an express intention to set up an electronic payment to or from an individual's and/or commercial bank account in accordance with the agreed scope of use contained in the Order Confirmation, and this shall be the Permitted Purpose in accordance with clause 7 of the Bank Wizard Online Terms and Conditions.

For the avoidance of doubt, any Verification Checks and/or Commercial Verification Checks performed purely to verify an individual's identity and/or ownership of a commercial bank account (without an express intention to set up an electronic payment) cannot be included within the Permitted Purpose, and paragraph 11 of the Additional Terms for Bank Wizard Online set out above will apply accordingly.

THE CLIENT'S ATTENTION IS DRAWN TO THIS SECTION 'LIMITATIONS OF USE'