

## PRODUCT SPECIFIC TERMS AND CONDITIONS

DATED: MAY 2013

VERSION: 2

These Product Specific Terms and Conditions will apply (as applicable) to the Services provided by Experian to the Client as listed in the Services section of the Agreement Schedule ("the Schedule") and are intended 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.

For ease of reference, these Product Specific Terms and Conditions comprise terms and conditions relating to:

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 relating to vehicle keeper information services \(including but not limited to DVLA vehicle keeper information\)](#)
4. [Any service which comprising authentication services](#)
5. [Any service which comprises debtor tracing services \(including but not limited to Autotrace Services\)](#)
6. [Any Service comprising Background Checking \(including Disclosure and Barring Service\) Services](#)
7. [Any Services which utilises BT Osis Data](#)
8. [Any Services which comprise tenant verification services \(including but not limited to Check My Tenant Services\).](#)
9. [Any Services which are dependent on Commercial CAIS Data](#)
10. [Any data management services \(including but not limited to business to business marketing data, data enhancement, data cleansing services, and Intact services\)](#)
11. [Any Services which are dependent on Payment Performance Scheme Data](#)
12. [Any Service taken through Experian's E-Series platform \(such as E-series business, E-series consumer or E-Consumerview, or E-series motor / automotive\)](#)
13. [Any Service relating to business information Services taken through the BusinessIQ Service](#)
14. [Any Services which utilise NCOA Alert Data](#)
15. [Any Services which use Entrust Security Software.](#)
16. [Any Services where there are Additional Users](#)

### 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 terminates its agreement with the provider of the integrated system allowing delivery of the Services via the integrated system; 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 Driver and Vehicle Licensing Authority ("DVLA") data (other than data pursuant to the vehicle keeper information services), then if such DVLA data is changed or becomes unavailable to Experian, Experian shall (as an exception to the Standard 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.

### 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 THE VEHICLE KEEPER INFORMATION SERVICES

1. The Client shall only be permitted to use the Vehicle Keeper Information Services for the following Permitted Purposes in accordance with the corresponding business need:
  - Permitted Purpose A for a financing business need:** Where the client is a finance company or a collections company appointed by a finance company, the Client may only use the Vehicle Keeper Information Services to trace a vehicle subject to a purchase, loan or leasing agreement which has been defaulted on, with a view to repossession of the vehicle.
  - Permitted Purpose B for an insurance business need:** Where the client is an insurance company or a claims/investigation company appointed by an insurance company, (1) An insurance claim has been made by an insured motorist as a result of a road accident and it is essential that the name and address of the keeper(s)/driver(s) of the other vehicle(s) who was/were physically involved in the collision is/are identified or confirmed; or (2) An unidentified keeper/driver has been physically involved in a hit and run accident with the insured; or (3) Suspected fraud - to establish the keeper(s)/driver(s) of a vehicle(s) where an insurance claim has been received and where there is specific evidence or grounds for suspicion that fraudulent activity is suspected by the keeper of the vehicle being enquired upon.
2. The Client agrees to the following Driver Vehicle Licensing Agency (“**DVLA**”) terms and conditions in relation to any Experian Data it receives that comprises or is derived from the DVLA vehicle keeper information. The DVLA stipulated that the following DVLA terms and conditions shall apply to a client of Experian who receives DVLA vehicle keeper data (“data”) via the Experian electronic link with the DVLA. These DVLA terms and conditions have been imposed and Experian has no authority or ability to agree to any amendments. In the event of conflict between the DVLA terms and conditions and the Terms and Conditions between the Client and Experian, the DVLA terms and conditions shall prevail.
  - 1) Before the Client is entitled to receive any data, it shall fully complete and return the audit form issued to it by Experian, and Experian must have approved the responses given by the Client in such audit form (Experian being entitled to reject the responses for any reason whatsoever).
  - 2) Experian shall be entitled to issue further audit forms to the Client for completion from time to time. Upon receipt of an audit form, the Client shall promptly complete and return the audit form to Experian and paragraph 2(1) above shall apply to such audit form as if it was the first audit form issued by Experian. Experian shall be entitled to suspend the supply of further data to the Client if Experian does not receive a completed audit form within 10 Working Days of it being issued to the Client.
  - 3) The Client will respond to any request from the DVLA or Experian regarding the details of a specific enquiry within 5 Working Days.
  - 4) It is a condition of the Client receiving data that that Client is and remains a member of an Accredited Trade Association (“ATA”) or regulatory body approved by the DVLA, and Experian shall be entitled to require satisfactory proof of such ATA/regulatory body membership. The Client shall provide Experian with the Client’s ATA/regulatory body details on or before the Commencement Date. The Client shall immediately inform Experian of any change to its ATA/regulatory body or ceasing to be a member of the ATA/regulatory body, and Experian shall be entitled to suspend the supply of data until the Client becomes a member of an ATA/regulatory body approved by the DVLA.
  - 5) In relation to requests for data made by the Client using the Services, Experian shall only be obliged to supply such levels or categories of data as Experian (whether in its sole opinion or upon the opinion of the DVLA) considers necessary in the context of the Permitted Purpose.
  - 6) The Client acknowledges that the DVLA may request Experian to immediately omit or cease to provide any such

part of the data (whether to the Client specifically or to all customers using the Experian vehicle keeper information services) for such period as the DVLA may determine. Upon Experian receiving such a request from the DVLA, the Client agrees that Experian shall be entitled to immediately comply with such request and such compliance shall not be in breach of this Agreement.

- 7) The Client acknowledges that the DVLA may terminate the supply of data to Experian or change the data supplied or manner of supply to Experian. Upon such termination or change, the Client agrees that Experian shall be entitled to cease supplying data to the Client as part of the Services or change the data it supplies to the Client, or the manner of supply to the Client.
- 8) The Client shall permit Experian to keep a record of checks made by the Client using the services against particular assets, and agrees that Experian is entitled to disclose such record to the DVLA.
- 9) Experian shall be entitled from time to time to verify information provided by the Client (including ATA/regulatory body details, contact details, use of the data) and report to the DVLA on the outcome of such verification.
- 10) The Client consents to the disclosure by Experian to the DVLA of this Agreement and any information relating to the Client that is in Experian's possession, including:
  - i. the audit forms mentioned above;
  - ii. any audit performed on the Client by Experian;
  - iii. the Client's contact details;
  - iv. the Client's ATA/regulatory body membership details.

#### TERMS RELATING TO AUTHENTICATION SERVICES

1. The Client undertakes that on each occasion that the Client wishes to use Authenticate or other authentication Services it shall obtain a consent from the relevant individual 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."

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. If the Client is taking NCOA® Alert data as part of Authenticate or other authentication Services, then the Client agrees to comply with the additional terms and conditions set out in the Section of the Product Specific Terms and Conditions entitled "Terms Relating to NCOA® Alert Data".
3. If the Client is taking BT OSIS data as part of Authenticate or other authentication Services, then the Client agrees to comply with the additional terms and conditions set out in the Section of these Product Specific Terms and Conditions entitled "Terms Relating to Any Service Which Utilises BT OSIS Data".

#### TERMS RELATING TO DEBTOR TRACING SERVICES

1. The Client undertakes that it shall:
  - 1.1. use the Experian Data solely for the purposes 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).

#### TERMS RELATING TO BACKGROUND CHECKING (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 Appendix.
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 that it 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 TENANT VERIFICATION SERVICES**

1. For the purposes of this Section "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 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](http://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 available to 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, "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. The Client shall ensure that each tenant or potential tenant of the Client has given consent in advance to the Client providing any information relating to them to the Client's Group Members.
7. Subject to Paragraph 8, if the Client acts as an agent for someone else (the "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.
8. The Client shall ensure that each tenant or potential tenant of the Principal has given consent in advance to the Client providing any information relating to them to the Principal.
9. The Client shall comply with any rules and guidelines that Experian reasonably prescribe in relation to the manner in which Experian provides the tenant verification Services.
10. The Client agrees that it will make its own independent evaluation and decision on the suitability or otherwise of each prospective tenant based on all information that is or becomes available to it.
11. 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 ANY SERVICE WHICH IS DEPENDENT ON COMMERCIAL CAIS DATA

1. The use by the Client of any Services which are dependent upon data derived from Experian's "Commercial Credit Account Information Sharing" Scheme ("Commercial CAIS") is conditional upon there being in force between Experian and the Client an agreement in respect of Commercial CAIS. If at any time this condition is not satisfied, Experian shall be entitled to discontinue the provision of the relevant Commercial CAIS based Services.

#### TERMS RELATING TO DATA MANAGEMENT SERVICES

1. The Client acknowledges and agrees that Experian shall be entitled to suspend the provision of the Data Management Services and/or to decline to provide the Data Management Services to the extent that the provision of such Data Management Services in the reasonable opinion of Experian to do so would be:
  - 1.1. contrary to any requirement of relevant legal or regulatory legislation or any relevant code of practice.
  - 1.2. not desirable or practicable by reason of any political, regulatory or public pressures.
  - 1.3. beyond the entitlement of the Client to receive any data which it is contemplated the Client will receive in connection with the provision of the Data Management Services.
2. 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.
3. A reasonable time prior to use of the Marketing Data, 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 Experian 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 DEPENDANT ON PAYMENT PERFORMANCE SCHEME DATA

1. "Payment Performance Scheme" or "PPS" means the membership scheme operated by Experian where members of the scheme share sales ledger data relating to the persons, companies and other organisations with whom they trade;
2. The use by the Client of any Services which are dependent upon data derived from Experian's Payment Performance Scheme is conditional upon there being in force between Experian and the Client an agreement in respect of Payment Performance Scheme. If at any time this condition is not satisfied, Experian shall be entitled to discontinue the provision of the relevant Payment Performance Scheme based Services.

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

1. 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 BUSINESS INFORMATION SERVICES TAKEN THROUGH THE BUSINESSIQ SERVICE

1. Where the Client takes the Ledger Portfolio Service via BusinessIQ, the Section of the Product Specific Terms and Conditions entitled 'Terms relating to any Service dependant on Payment Performance Data' shall apply.
2. Where the Client takes decisioning and/or monitoring services via BusinessIQ, the Client agrees that it is solely responsible for setting up the Client configurable modules, including selecting rules, picking options, setting thresholds and otherwise managing the alerts and decisioning.
3. The following definitions are used in these Product Specific Terms and Conditions in relation to the Collections Services received via BusinessIQ Service (for the purposes of this Section, the "Collections Service"):

"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. 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.

4. Where the Client takes the Collections Service via BusinessIQ, the Client shall be required to submit either Payment Performance Data or Commercial CAIS Data, in which case the respective Sections of the Product Specific Terms and Conditions entitled ‘Terms relating to any Service dependent upon Payment Performance Data’ or ‘Terms relating to any Service dependent upon Commercial CAIS Data’ shall apply.
5. From the Commencement Date, the Client shall select the Input as and when required. The Client shall be responsible for ensuring the correct data is provided into the BusinessIQ Service to populate the Delinquency Letters or the Pre-Delinquency Letters (as applicable).
6. The Client shall ensure that the Input only relates to unsecured debts and that the Collections Service shall not be used for the purpose of assisting with the collection of consumer debts or any debt related to any personal account.
7. 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.
8. The Client warrants, and warrants on behalf of each Additional User, that:
  - a. 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;
  - b. the supply by the Client of the Input, and the use of the Input for the purpose described in paragraph a shall not infringe the rights of any third party;
  - c. 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;
  - d. 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);
  - e. it shall comply with any guidance on debt collection issued by the Office of Fair Trading from time to time.
9. Experian shall be entitled to suspend the provision of the Collections Service or terminate the Agreement in respect of the Collections Service if Experian in its reasonable opinion believes that performance of the Collections 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.

<b>TERMS RELATING TO ANY SERVICE WHICH UTILISES NCOA® ALERT DATA</b>	
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 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;
"Product"	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;
"Redirection Customer"	a customer of the Redirection Service;
"Redirection Data"	data collected from the Redirection Forms completed by Redirection Customers;
"Redirection Form"	the application form completed by individuals who wish to use the Redirection Service;
"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

- 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.
- 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.
- 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 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.