

## SPECIAL TERMS AND CONDITIONS RELATING TO CONSUMERVIEW DATA

### 1. Defined Terms

In these Special Terms and Conditions the following words shall have the meanings ascribed below:

“Annual Volumes”	means (i) the number of Prospect Contacts; and (ii) the number of Customer Contacts;
“Client Products and Services”	means the Client’s products and services in respect of the following areas of the Client’s business;
“Customer Contact”	means an approach (whether made by mail, e-mail, telephone, mobile phone or otherwise) made by the Client (or Experian on its behalf) for the purposes of marketing the Client Products and Services to an Existing Customer;
“Data Quality”	means capturing, validating, standardising, appending, cleaning (including selecting by means of data suppression or de-duplication and/or matching of the Client’s Existing Customers’ and/or Prospective Customers’ names or addresses to improve data accuracy and operational efficiency;
“Existing Customer”	means an individual who is an actual and current customer of the Client as at the Commencement Date;
“Marketing”	the activity and processes for creating, communicating, delivering (by whatever means) of any advertising or marketing material, including the offer for sale of the Client’s services or goods, which is directed to particular individuals;  and/or  the promotion of the Client’s aims and ideals including, without limitation, appealing for funds and/or support and/or attendance at an event promoted by the Client;
“Prospect Contact”	means an approach (whether made by mail, e-mail, telephone, mobile phone or otherwise) made by the Client (or Experian on its behalf) for the purposes of marketing the Client Products and Services to a Prospective Customer;
“Prospective Customer”	means an individual who is a prospective customer or lapsed customer of the Client as at the Commencement Date.

### 2. Permitted Purpose

2.1 The Client shall be permitted to hold and/or use one copy of the Experian Data for the Client’s own internal use in the United Kingdom at the Client’s premises for Marketing purposes (including associated Data Quality activities). More particularly, in its use of the Experian Data for the Permitted Purpose, the Client shall be permitted to:

- (a) use those records within the Experian Data that are designated by Experian as being available for use in marketing communications (“Mailable Records”) to identify and create a mailing selection (including selecting by means of data suppression and pre-screening);

- (b) use the Mailable Records in conjunction with data owned or licensed by the Client and/or third parties so that a mailing selection can be created;
  - (c) create models and targeting rules based on the Mailable Records;
  - (d) analyse mailing results in respect of Prospective Customers and Existing Customers; and
  - (e) use the Mailable Records to target Prospective Customers and/or Existing Customers by mail for marketing purposes in respect of the Client's Products and Services.
- 2.2 For the avoidance of doubt, the Client shall not use any part of the Experian Data other than the Mailable Records and then only for the purposes of marketing communications.

### **3. Additional Conditions of Use and Prohibitions**

- 3.1 The Permitted Purpose shall not entitle the Client to (nor entitle the Client to permit any third party to):
- (a) hold and/or store any Experian Data on the hard disk of any laptop or other such portable device, except that the Client and/or Experian shall be entitled to hold and/or store Experian Data relating to postcodes or other aggregated data forms of such postcodes on the hard disk of a laptop or portable device provided that no individual person can be identified from such Experian Data and that such Experian Data is made (and kept) secure by way of encryption and password technology;
  - (b) hold and/or use the Experian Data for the purpose of assessing creditworthiness;
  - (c) hold and/or use the Experian Data for sub-licensing, selling or otherwise disclosing or making available such Experian Data to any third party acting (in Experian's reasonable opinion) as a credit reference agency or as a supplier of information used for assessing creditworthiness; and/or
  - (d) hold and/or use the Experian Data for debt collection, asset recovery or tracing purposes; and/or
  - (e) contact individuals under the age of 16 years for Marketing purposes; and/or
  - (f) contact individuals under the age of 18 years for Marketing purposes where law or regulation requires a minimum age of 18 years (including, without limitation, the marketing of financial services).
- 3.2 Without prejudice to Clause 12.1 of the Terms and Conditions and notwithstanding anything in this Agreement to the contrary, the Client acknowledges that Experian shall not have any liability to the Client for any losses suffered by the Client to the extent that such losses arise from the Client using or permitting to be used all or any part of the Experian Data as the sole basis for making any business decision as to whether or not to (or the manner in which to) offer the Client Products and Services to any Prospective Customer or Existing Customer.
- 3.3 The Client shall not without the prior written consent of Experian use or permit to be used any Experian Data for any other purpose.

### **4. Regulatory Framework**

- 4.1 The Client acknowledges that the provision of certain data management services (by Experian and/or generally) is governed and/or restricted by various statutory provisions, regulations, codes of practice, rules and principles relating to the obtaining, use and sharing of personal data ("the Regulatory Framework" which shall include the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing, Direct Marketing Association (UK) Limited Code of Practice, Telephone Preference Service rules, Fax Preference Service rules, codes of practice for marketing relevant to the Client's industry or jurisdiction (as such codes are amended and re-drafted from time to time), and that access to certain data (including data from Experian's CAIS scheme) is conditional upon the intended recipient entering into and complying with certain obligations. Accordingly (and without prejudice to any other provision of this Agreement) the Client further acknowledges and agrees that Experian shall be entitled to suspend the provision of the Services and/or to decline to provide the Services to the

extent that in the reasonable opinion of Experian to do so would be:

- 4.1.1 contrary to any requirement of the Regulatory Framework;
  - 4.1.2 not desirable or practicable by reason of any political regulatory or public pressures;
  - 4.1.3 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 Services.
- 4.2 The exercise by Experian of the rights set out in paragraph 4.1 of these Special Terms and Conditions shall not with regard to any part of the Services terminate any obligation of Experian or the Client relating to any other part of the Services.
- 4.3 The Client shall at the request of Experian inform Experian in writing of the intended use of the Experian Data which Experian reasonably considers relevant in order for Experian to determine that in performing the Services Experian and the Client are complying with the provisions of this Agreement and with the Regulatory Framework.