

**PRODUCT SPECIFIC TERMS AND CONDITIONS**  
**DATED: JANUARY 2021**  
**VERSION: 2.16**

These Product Specific Terms and Conditions are to be read in conjunction with [Experian's standard terms and conditions v4.4](#) ("Standard Terms and Conditions").

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

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

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

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

1. [Any Service\(s\) where motor vehicle data is either provided as part of the service or used in connection with the service \(including but not limited to the Autocheck Service, Vehicle Mileage Check Service, and Vehicle Stock Monitor Service\).](#)
2. [Any Service where access to DVLA data is provided](#)
3. [Any Service where access to DVLA vehicle keeper information is provided](#)
4. [Any Service where access to CAP/HPI data is provided](#)
5. [Any Service which relates to the authentication and/or verification of an identity](#)
6. [Any Service which assists the tracing of individuals \(including but not limited to Autotrace and Supertrace Services\)](#)
7. [Any Service which carries out background checks \(including Disclosure and Barring Service checks and Social Media Checks\)](#)
8. [Any Service which utilises BT Osis Data \(telephone enquiries data\)](#)
9. [Any Service which assists in the verification of a tenant \(including but not limited to Check My Tenant Services\)](#)
10. [Any data management services \(including but not limited to business to business marketing data and data cleansing services\)](#)
11. [E-Consumerview Service](#)
12. [Any Service taken through a web-based platform](#)
13. [Any Service which utilises NCOA Alert Data](#)
14. [Any Service which utilise Experian's Detect data](#)
15. [Any Service where business information is provided](#)
16. [Any Services which provide information to assist in debt collection](#)
17. [Any Services which verify home ownership](#)
18. [Any Services which utilise data from Experian's Rental Bureau \(such as E-Consumerview\)](#)
19. [Any Services where access is provided in a test environment](#)
20. [Experian's MarketIQ Service](#)
21. [Any Service where Silver Level Affordability Data is provided](#)

**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 suspend, modify or terminate this Agreement (giving as much notice as is reasonable in the circumstances) if the Client's (or as the case may be Experian's) agreement with the provider of the integrated system allowing delivery of the Services via the integrated system terminates or expires. The Client shall notify Experian if its agreement with the provider of the integrated system terminates. In such circumstances Experian shall enter into bona fide negotiations with the Client to provide the Services direct to the Client via another delivery method.
2. Where the Client receives data from Experian comprising or derived from either (1) CAP Automotive Limited ("CAP") data, or (2) Driver and Vehicle Licensing Authority ("DVLA") data (other than vehicle keeper information), then if such CAP or DVLA data is changed or becomes unavailable to Experian, Experian shall (as an exception to the Terms and Conditions) be entitled to do one of the following on giving not less than 20 days' prior written notice to the Client:
  - a. Modify the affected Services as necessary to accommodate such changes or unavailability; or
  - b. Terminate this Agreement (without liability) in respect of those Services which are affected by such changes or unavailability.
3. Without prejudice to any other terms of this Agreement, if at any time any supplier of data used by Experian in the Services ("Third Party Data") increases the price which Experian is required to pay for the Third Party Data, Experian shall be entitled to increase the fees to reflect the increased cost of the Third Party Data on giving not less than 90 days' written notice to the Client.
4. The Client acknowledges that Experian Automotive Data Service may contain public sector information licensed under the Open Government Licence v2.0 <https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> ("Open Government Data").
5. To the extent that the Client receives Open Government Data, the Client agrees that Experian shall not be liable for any loss incurred by the Client (and shall not be in breach of this Agreement) as a result of any act or omission of the provider of the Open Government Data (including any act or omission which renders the Open Government Data inaccurate, any failure or delay in delivery of the Open Government Data by its provider, any inability to access the system from which Open Government Data is supplied and/or any non-availability of such system).
6. Where the Schedule states that the AutoCheck Data Guarantee (either the Standard Guarantee or Increased Guarantee) applies to

the AutoCheck Services, the terms set out at [www.experian.co.uk/data-guarantee](http://www.experian.co.uk/data-guarantee) shall apply.

#### TERMS RELATING TO DVLA DATA

If the Services involve the use of data supplied by the DVLA then the section headed "DVLA Flow Down Terms" on [Experian's Terms and Conditions website](#) shall apply.

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

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

#### TERMS RELATING TO CAP/HPI DATA

The terms of this section shall apply to the Client's use of any data contained within the Experian Data which has been supplied by CAP/HPI ("cap hpi Data").

The Client shall only use the cap hpi Data for its normal internal business purposes. Except to the extent required to be permitted by Applicable Law or as expressly allowed in this Agreement, the Client shall not, and shall not permit or assist any third party to:

- translate, adapt, disassemble, reverse engineer, decompile or copy the whole or any part of the cap hpi Data, nor arrange or create derivative works based on the cap hpi Data;
- make for any purpose including but not limited to error correction, any modifications, adaptations, additions or enhancements to the cap hpi Data;
- combine, match or merge the whole or any part of the cap hpi Data with or incorporate the cap hpi Data into any third party code;
- assign, distribute, license, sell, charge or otherwise deal in or encumber the cap hpi Data;
- use the cap hpi Data on behalf of or make it available to any third party nor allow or permit a third party to do so;
- make available online all or part of the cap hpi Data through the Internet, or any intranet except where the Client uses the intranet to access the cap hpi data; or
- remove or alter any copyright or other proprietary notice on any of the cap hpi Data.

#### **Intellectual Property Rights**

No Intellectual Property Rights in the cap hpi Data shall transfer to the Client.

The Client shall promptly notify cap hpi and Experian in writing of any unlicensed use of all or part of the cap hpi Data, whether by the Client, its employees, agents, consultants or affiliates, or any third party, which comes to its attention.

#### **Liability**

Although cap hpi endeavours to use reasonable care in generating, compiling and publishing the cap hpi Data, the liability of cap hpi under this Agreement is limited as set out in this Clause. cap hpi Data is calculated by reference to data from third parties and market intelligence information which may be inaccurate, and cap hpi Data may be affected by a change in circumstances since the preparation of the cap hpi Data. Accordingly, cap hpi does not warrant that cap hpi Data will be accurate, complete or fit for a particular purpose. All other implied warranties, terms, conditions and obligations are hereby excluded to the fullest extent permitted by law. No liability is accepted for any losses, costs, claims, damages, expenses and/or liabilities arising as a result of any reliance placed on cap hpi Data, whether due to inaccuracy contained in third party data, market intelligence information or otherwise.

cap hpi deploys anti-virus software in relation to the cap hpi Data, but makes no warranty that the cap hpi Data are free from infection, viruses or anything else that has contaminating or destructive properties.

Without prejudice to the provisions of this Condition cap hpi shall not be liable to the Client for:

- any special, incidental, indirect or consequential losses; for lost revenue, profits, sales or data; or loss of or damage to

reputation or goodwill howsoever caused;

- any loss or damage arising from the Client's failure to ensure software compatibility with its hardware and other software or to carry out appropriate virus checks;
- third party claims of any kind; or
- any loss or damage arising from the Client's failure to use the cap hpi Data strictly in accordance with the terms of this Agreement.

If notwithstanding the provisions of this Condition, cap hpi is held to be liable to the Client for any reason, cap hpi's aggregate liability to the Client (whether arising from negligence, breach of contract or otherwise) shall (subject to the provisions below) be limited to the fees paid by the Client for the cap hpi Data during the 12 months preceding the date on which the claim or the series of claims arose.

Nothing in this Agreement shall limit or exclude shall limit cap hpi's liability for death or personal injury resulting from cap hpi's negligence or for fraud.

You agree that you are best placed to evaluate, and insure against, any loss you may suffer in connection with the cap hpi Data and that the terms of this Condition represent a fair and reasonable apportionment of risk having regard to all the circumstances and to the services to be provided by cap hpi and the fees payable.

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

1. The Client will ensure that at the point of collection of the personal data, the relevant individual is informed of the following principles:
  - A search will be carried out with Experian for the purposes of verifying their identity.
  - Experian may check the details they supply against any particulars on any database (public or otherwise) to which they (Experian) have access in order to verify their identity.
  - Experian will retain a record of the search.
2. If any such notification is not provided by the Client, the Client undertakes to Experian that it shall not attempt to use the Services in respect of the relevant individual.
3. Unless otherwise stated in this Section, the Permitted Purpose for authentication and/or identity services is for the purposes of verifying identity.
4. If the Client is receiving a version of the Services that uses the full electoral roll, the Client warrants and represents that it shall only use this Service for purposes consistent with meeting any obligations contained in the Money Laundering Regulations 1993, the Money Laundering Regulations 2001 or any rules made pursuant to section 146 of the Financial Services and Markets Act 2000. This paragraph shall prevail over any other definition of "Permitted Purpose" stated to the contrary in this Agreement in respect of this Service.

#### USE OF BT OSIS DATA

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

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

1. The Client undertakes that in relation to tracing services it shall use the Experian Data solely for the purpose of:
  - 1.1. 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"); or
  - 1.2. tracing an individual in order for the Client to reunite an asset with its owner (or the owner's legal representative);
2. The Client shall:
  - 2.1. (save as is required by law) not divulge or disclose all or any part of the Experian Data to any third party;
  - 2.2. not identify Experian to any traced individual or other third party as the source of any data relating to the traced individual (save as is required by law);
  - 2.3. where the Experian Data is used to trace a Debtor, take reasonable steps to confirm the identity of the Debtor before taking any action to recover the relevant debt; and
  - 2.4. where the Experian Data is used to trace an individual for asset reunification purposes, take reasonable steps to confirm the identity of the individual and corroborate the validity of that individual's entitlement to an asset before contacting the individual.

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

1. For the purposes of these Product Specific Terms and Conditions relating to Background Checking Services:
2. "Applicant" means that person who is the subject of the Services provided by Experian to the Client. The Client shall only use the services in its capacity as an employer (or potential employer) of the Applicant and for no other purposes.
3. The Client shall ensure that each Applicant has been notified in advance (in accordance with all applicable data protection laws) that a check is to be undertaken using Experian (but Experian acknowledges that the Client may appoint Experian to make certain notifications on the Client's behalf). Experian shall not be obliged to provide the Services in respect of any Applicant who has not been provided with such notification.
4. The Client acknowledges that Experian will retain (in accordance with its data retention policy) a record of each check carried out under this Agreement for the purposes of dealing with any queries, complaints or claims relating to the check.
5. If the Client requests a check on an Applicant who has lived or worked outside of the United Kingdom at any time, the Client agrees that Experian may use one of its subcontractors to obtain information from sources outside of the United Kingdom, which may (where necessary) involve a transfer of Personal Data outside the European Economic Area. In addition, the Client agrees that Experian may use a third party processor based outside the European Economic Area to assist in processing checks and compiling reports, which may involve a transfer of Personal Data outside the European Economic Area to the extent necessary to provide the Services. Experian shall ensure that any transfer of Personal Data outside the European Economic Area is compliant with all applicable data protection laws.
6. Notwithstanding any contrary provision of the Terms and Conditions, the fees provided in this Schedule become payable on Experian's receipt from the Client of the Applicant's details. The fees are not refundable if the Applicant withdraws from the application process, or the Client otherwise instructs Experian not to complete the check.
7. If Experian is providing Social Media Checks as part of the Background Checking Services, the following terms apply to such checks:
  - 7.1 For the purposes of this clause, "Report" shall mean an online social profile report provided in respect of an Applicant.
  - 7.2 The Client acknowledges and agrees that Experian engages a third party Processor in the provision of Social Media Checks and for the purposes of the Data Protection Legislation instructs Experian to engage such Processor.
  - 7.3 Notwithstanding any other provisions of this Agreement the Client acknowledges and agrees that any Reports issued to the Client are for the confidential use of the Client only and the Client shall not distribute, disclose or publish the Report or any part of the Report without the prior written consent of Experian (such consent being subject to the consent of the third party supplier of the Report).
  - 7.4 Without prejudice to the Terms and Conditions, the Client shall notify Experian of any defect in a Report within 5 days of the supply of the Report. Provided such notification is made within 5 days, Experian will use reasonable endeavours to re issue the Report with the defect remedied.
  - 7.5 The Client acknowledges and agrees that copies of all content and return from searches utilised in the provision of Social Media Checks are retained by Experian's third party Processor for a maximum period of 30 days. In the event the Client wishes to query information provided in a Report or request further information, the Client acknowledges and agrees that Experian cannot guarantee a response to such query or request unless it is raised within 20 days of supply of the Report.
  - 7.6 The Services provided by Experian (including Experian's third party Processor) may change at any time. Experian will provide the Client with prior notice of any material changes.
  - 7.7 If at any time Experian is unable to continue to provide Social Media Checks for any reason, Experian may terminate the provision of Social Media Checks on giving not less than 30 days' prior written notice to the Client. If Experian exercises this right of termination, it shall refund, on a pro-rata basis, any fees paid by the Client in advance in relation to the Social Media Checks.
8. The following DBS Requirements shall apply where Experian is providing criminal history information on Applicants as part of the Services.

### DBS REQUIREMENTS

9. For the purposes of these DBS Requirements:
  - 9.1 "Basic Disclosure" means details of convictions considered unspent under the Rehabilitation of Offenders Act 1974;
  - 9.2 "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 in England and Wales);
  - 9.3 "DBS Code of Practice" means any guidance or code of practice relating to Disclosure Information created by the DBS from time to time;
  - 9.4 "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;
  - 9.5 "Disclosure Scotland" means Disclosure Scotland (or such replacement body from time to time responsible for providing potential employers and voluntary sector organisations with criminal history information in Scotland));
  - 9.6 "Disclosure Scotland Code of Practice" means any guidance or code of practice relating to Disclosure Information published by the Scottish Ministers from time to time;
  - 9.7 "Enhanced Disclosure" means the details included in a Standard Disclosure plus a check of locally held police records.
  - 9.8 "Standard Disclosure" means details of all spent and unspent convictions, cautions, reprimands and

final warnings from the Police National Computer.

- 9.9 the definition of "Experian Data" in the Terms and Conditions shall include (where relevant) Disclosure Information.
10. The Client warrants to Experian that:
- 10.1 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;
- 10.2 in relation to each Basic, Enhanced or Standard Disclosure requested, it shall ensure that it requests such disclosure from the correct body based on where the Applicant will be working;
- 10.3 it will make all applications and store, handle, retain and dispose of all Disclosure Information in accordance with the DBS Code of Practice and the Disclosure Scotland Code of Practice (as applicable) including any requirements issued by DBS or Disclosure Scotland in relation to identity verification;
- 10.4 it recognises that Experian may receive Disclosure Information which it is prevented by law from disclosing to the Client.
11. The Client shall report to Experian:
- 11.1 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
- 11.2 any reasonable suspicion that any offence has been committed by the Client or any third party under section 124 of the Police Act 1997.
12. Without prejudice to its other rights and remedies under this Agreement, Experian shall be entitled immediately to suspend the provision of criminal records checks on giving 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.

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

1. For the purposes of this Section "Principal" means the person for whom the Client acts as agent; and "Tenant Information" means the results, reports and the information that Experian provides to the Client regarding a tenant(s)/potential tenant(s). For the avoidance of doubt, the definition of Experian Data shall include Tenant Information.
2. Client will ensure that at the point of collection of the personal data, the relevant individual is informed of the following principles:
- A search will be carried out with Experian for the purposes of verifying their identity.
  - Experian may check the details they supply against any particulars on any database (public or otherwise) to which they (Experian) have access in order to verify their identity.
  - Experian will retain a record of the search.
3. If the Client fails to provide this notification, the Client shall not use the tenant verification Services in respect of the relevant individual.
4. The tenant verification Services are only permitted to be used by persons acting in a business capacity as a landlord or a letting agent, and the Client confirms that it is acting in such capacity.
5. The tenant verification Services are to be used for tenant vetting purposes only (for the purposes of this Section being the Permitted Purpose) and no other purpose. The Client must not use, or allow others to use, the tenant verification Services or Tenant Information (or both) to provide authentication, fraud prevention or any other information-based services to anyone else.
6. If the Client acts as an agent for 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.
7. Experian is not responsible for any loss of any kind suffered by the Client as a result of a claim made by someone about whom Experian has provided Tenant Information.

#### TERMS RELATING TO BUSINESS TO BUSINESS MARKETING DATA MANAGEMENT SERVICES

1. The Client acknowledges that the business to business marketing data supplied by Experian ("Marketing Data") may contain data licensed to Experian by third parties. Experian is contractually restricted from sub-licensing the whole or substantially the whole of certain third party databases in one single selection of records or in several selections to a single sub-licensee either alone or together with its affiliates. Experian reserves the right (without incurring any liability to the Client) to withhold performance of the Services and/or the provision of any data to the Client to the extent that Experian reasonably considers this to be necessary in order to comply with this restriction and/or any other obligation of Experian to any licensor of data.
2. The Client shall only be permitted to use the Marketing Data for the following Permitted Purpose: for business to business marketing and commercial customer database management.
3. 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.
4. Unless otherwise agreed in writing by the parties, the Client shall be permitted to use the Marketing Data once only within one calendar month of the Marketing Data first being made available to the Client.
5. Where Experian agrees in writing that the Marketing Data is licensed on a multiple use basis, the Marketing Data shall be used no later than 12 calendar months after it first being made available to the Client. Prior to use of any Experian Data which is more than one month old in a campaign, the Client must request a refresh of such data from Experian in accordance with the refresh method agreed between the parties (or in the absence of such agreement, as reasonably required by Experian).
6. Where Experian provides multiple use email data to the Client, each address may be emailed no more than 4 times in any calendar month and no more than 12 times in 12 calendar months. In any case the email data is to be used no later than 12 calendar months after it first being made available to the Client. Prior to use of any Experian Data which is more than one month old in a campaign, the Client must request a refresh of such data from Experian in accordance with the refresh method agreed between the parties (or in the absence of such agreement, as reasonably required by Experian).

#### TERMS RELATING TO E-CONSUMERVIEW SERVICE

1. The Client may use the E-Consumerview Service solely for its own internal business purposes as follows:

- Credit Assessment: assessment of an application for credit (which includes an application to pay for goods or services on a credit or instalment basis) with the consent of the data subject
- Quotations: where the intention is that a form of credit may be provided to the applicant as a result (with the consent of the data subject)
- Collections/Tracing: where the data subject has failed to repay an outstanding debt to the Client (where the data subject has been notified at the point of taking out credit that their Personal Data may be used for this purpose)
- Existing customer management activities: this includes credit limit changes, reprocessing and assessment for cross-selling/upselling (where the data subject has been notified at the point of opening an account that their Personal Data may be used for this purpose)

#### TERMS RELATING TO ANY SERVICES PROVIDED VIA EXPERIAN'S WEB BASED PLATFORMS

The Client acknowledges that Experian may cease to provide the Services via any particular platform during the Term and agrees to such Services being supplied via a replacement platform with comparable functionality. Where Experian intends to migrate any Services to the replacement platform, Experian shall provide not less than 30 days' prior written notice and the Client shall provide such co-operation as Experian reasonably requires to complete the migration.

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

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

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

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

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

1. The End User acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to the End User Agreement, in accordance with the Contracts (Rights of Third Parties) Act 1999. The End User further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights in the NCOA@Alert Data on its own behalf.
2. Except as set out above, a person who is not a party to the End User Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
3. These Minimum Terms may not be varied by the Licensee or the End User without the prior written consent of Royal Mail.

These Minimum Terms are governed by English law.

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

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

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

1. The Client acknowledges that certain Experian Data may contain data licensed to Experian by third parties. Experian is contractually restricted from sub-licensing the whole or substantially the whole of certain third party databases in one single selection of records or in several selections to a single sub-licensee in any 12-month period either alone or together with its affiliates. Experian reserves the right (without incurring any liability to the Client) to withhold performance of the Services and/or the provision of any data to the Client to the extent that Experian reasonably considers this to be necessary in order to comply with this restriction and/or any other

obligation of Experian to any licensor of data.

2. The Experian Data may contain a number of seed records, which can be tracked in order to monitor the usage and to ensure that the Experian Data is used in accordance with this Agreement.
3. The Client cannot under any circumstances use any Experian Data to compile its own Business Database or to verify any other Business Database. For the purposes of this Agreement, "Business Database" means any general database of business names, telephone numbers, addresses and other related information, other than its own customer database.
4. Where Experian provides any Business Information, the following Permitted Purposes shall apply:
  - a. for customer management, the Client shall be permitted to use the Experian Data for its own internal business purposes within the Territory related to its customer management to gain knowledge about its customer base.
  - b. for direct marketing, the Client shall be permitted to use that Experian Data within the Territory for direct marketing to its customers and/or prospective customers.
  - c. for credit risk assessment, then the Client shall be permitted to use that Experian Data within the Territory to assess credit worthiness.
  - d. for commercial collections, the Client shall be permitted to use that Experian Data within the Territory for its own commercial collections purposes in accordance with any terms relating to any Service provided to assist in commercial collections.
5. The Client agrees that Experian may, if required to do so, disclose the Client's name and address to the business that is the subject of a business report provided to the Client upon request of the subject business. The Client also agrees that it will provide to Experian upon request, and that Experian may disclose to the subject business, the reason why the business report was requested by the Client.
6. If the Client is located outside the UK, the Client acknowledges that where Experian provides the Client with international business information and/or reports, in order to comply with the restrictions imposed on it by its third party licensors Experian may not be able to supply the Client with international business information related to a business in the territory in which the Client is located.
7. Use of Experian's Global Data Network Services (whether in batch or via an API) outside the United Kingdom is not permitted without the prior written consent of Experian. If permission is given for the Client to use Global Data Network Services in any country other than the United Kingdom, the Client acknowledges that Experian will need to share details of the terms of this Agreement with its partners and third party data suppliers and the Client hereby consents to Experian disclosing the existence and terms of this Agreement to its partners and third party data suppliers, provided always that each such partner and third party data supplier is under an obligation of confidentiality.
8. In order to provide international business information, alerts and/or reports (including via Experian's Global Data Network Services), Experian will transfer Client Data outside the EEA. Where the Client makes a request for international business information and/or reports which will involve processing of Personal Data, the Client warrants that it has obtained all applicable consents, including the consent of the data subject to process their data outside the EEA.
9. The Client shall not use, share, store, or disclose any business information data on a business in Canada within any of the following: Belarus, China, Cuba, Egypt, Hong Kong, Iran, Israel, Nigeria, North Korea, Pakistan, Palestine, Qatar, Romania, Russia, Senegal, Syria, Ukraine and the United Arab Emirates.
10. The Client acknowledges that at the point of order for each international business report, it will be required to select the purpose for which it will use the report. The Client agrees it shall only use each report for the purpose selected.
11. The Client acknowledges that the Experian Data may contain data licensed to Experian by third parties. Certain of those third parties require Experian to identify them as a source of data, as set out at [www.experian.co.uk/attributionstatements](http://www.experian.co.uk/attributionstatements)
12. As at the Commencement Date, the Global Linkages Service via BusinessIQ is available free of charge. Experian reserves the right to introduce charges for the Global Linkages Service on giving not less than 30 days' written notice to the Client. Following introduction of any charges for the Global Linkages Service, the Client may terminate the Global Linkages Service only, by giving Experian not less than 20 days' written notice
13. If the Client is using the Global Data Network (GDN) API Services under this Agreement, the Client shall be entitled to use the test data detailed in the current version of Experian's GDN API Test Cases document (a copy of which is available on request) free of charge during the test period (which, unless otherwise agreed by the parties, shall be a period of 90 days from the date on which Experian issues test credentials to the Client). Use of any other Experian Data shall be subject to the fees set out in this Agreement.
14. If Experian makes available any new business information report type or country during the Term, the Client shall be able to purchase such new reports at Experian's standard list price (unless otherwise agreed in writing by the parties).
15. The Client acknowledges that requests for manual reports will be processed outside the EEA and therefore agrees to notify the business in respect of whom a manual report is being requested, that their data may be processed outside the EEA for this purpose. No request for a manual report will be requested by the Client unless this notification has been carried out.
16. In addition to the terms relating to Data Sharing Schemes in the Terms and Conditions, if the Client requests Experian Data pursuant to The Small and Medium Sized Business (Credit Information) Regulations 2015 (the "Regulations"), the Client:
  - a. warrants that it is a finance provider for the purposes of the Regulations;
  - b. shall only request Experian Data on businesses who have agreed to such information being provided to the Client in accordance with the Regulations;
  - c. acknowledges that it shall only be entitled to request and receive Experian Data where it agrees to share credit information with Experian in accordance with the Regulations; and
  - d. shall only use Experian Data for the purposes set out in Regulation 6(3);Where the Client requests a score from Experian which is derived from information obtained by Experian under the Regulations, the conditions set out in 15(b) and (d) above shall apply.
17. If the Client receives VAT Registration Numbers from Experian, the Client agrees that it shall use the VAT Registration Numbers solely for the purposes of enabling or assisting assessment of creditworthiness, compliance with regulatory requirements relating to



financial matters, or the risk of fraud. The Client agrees that the VAT Registration Numbers will not be disclosed to any third party.

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

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

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

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

#### TERMS RELATING TO ANY SERVICES WHICH UTILISE DATA FROM EXPERIAN'S RENTAL BUREAU

1. Data from Experian's Rental Bureau shall only be used by the Client for the following purposes:
  - 1.1. where the Client is a landlord, to assess and manage tenancy agreements;
  - 1.2. to assess the financial standing of individuals in relation to the provision of products and services by the Client to such individuals;
  - 1.3. to manage accounts held by individuals with the Client, for example reviewing new product suitability or adjusting current products in light of current circumstances;
  - 1.4. to contact individuals in relation to any accounts they may have with the client and recovering debts that they may owe to the Client;
  - 1.5. to verify the identity and/or address of an individual to help the individual make decisions about services offered by the Client; or
  - 1.6. to help prevent crime, fraud and money laundering.

#### TERMS RELATING TO ACCESS TO ANY SERVICES IN A TEST ENVIRONMENT

1. If the parties have agreed that the Client will have access to Experian Data in a test environment, such access shall be subject to any volume restrictions notified to the Client by Experian, limited to a maximum duration of 3 months (unless otherwise agreed in writing by the parties) and any Experian Data provided to the Client during such period shall:

- a. be used by the Client solely for the purpose of testing the Services (and for the avoidance of doubt, not used for any live decisioning); and
- b. be deleted by the Client at the end of the testing period.

#### TERMS RELATING TO MARKETIQ

1. The Client shall not use the MarketIQ Service to select companies with CCJs (or with a specific number of CCJs) to include in a list. This does not prevent the Client from using the MarketIQ Service to screen out companies with CCJs from a list.

2. Notwithstanding any contrary provision of the Terms and Conditions, the Client shall be entitled to make copies of Experian Data received via the Services available to its clients in the course of the Client's normal provision of professional services, and to pass on to its clients the cost of obtaining such Experian Data, provided that the Client shall not:

- (i) make any representations or give any warranty regarding such Experian Data, or accept any liability in relation to such Experian Data, over and above those set out in this Agreement;
- (ii) grant any permission its clients to use such Experian Data other than in connection with the advice and/or services being provided by the Client to those clients.

**TERMS RELATING TO SILVER LEVEL AFFORDABILITY DATA**

The Client acknowledges that the provision of Silver Level Affordability Data is subject to the Client providing income data to Experian as part of its application input. The Client agrees that Experian may take such income data and include it as part of Experian's databases and within services provided to its clients.