

Terms and Conditions

Acceptance of these Terms and Conditions means that they will apply to the use of the Services and will supersede any terms and conditions previously agreed between Experian and the Client relating to the Services. Unless otherwise agreed in writing between Experian and the Client, any previous pricing agreements with Experian will remain in force.

1. DEFINITIONS

1.1. In these Terms and Conditions the following words and expressions shall have the following meanings:

Word or Expression	Meaning
Additional User	The persons or organisations to whom (in addition to the Client) Experian agrees in writing to supply the Services, Experian Materials, Experian Data and/or Output. End Users shall be authorised by Experian as Additional Users for the purposes of this Agreement;
Additional User Rights	The right of the Client to use and/or make available the Services, Experian Materials, Experian Data and/or the Output to the Additional Users for such Additional Users' internal business purposes and solely for the Permitted Purposes and no other purpose;
Agreement Purposes	The purposes of Experian providing the Services as contemplated by this Agreement, and for such other purposes as the parties may agree from time to time;
Card Payment	The payment by the Client of Charges in cleared funds using the credit or debit card details provided by the Client and accepted by Experian;
CCJ Data in the	CCJ Data The data in respect of Court Judgements for individuals; CCJ Purpose Where the Output is screened by Experian against the provision of the Services such Output may only be used by the Client for the suppression of individuals names and addresses in connection with its internal marketing and may not be used either by the Client or by or on behalf of any third party for the purposes of positive target marketing;
Charges	The fees payable (including any MVF) by the Client to Experian for any of the Services as set out in the Pricing Schedule or otherwise agreed in writing by the parties which fees if not set out in the Pricing Schedule or otherwise agreed in writing shall be Experian's standard charges applying from time to time for the Services;
Client	The person, firm or company authorised by Registration to use the Services, Experian Materials, Experian Data and/or Output;
Commencement Date	The date on which the Client first uses the Services, unless otherwise agreed in writing by the parties;
Confidential Information	Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients in or on any medium or format. For the avoidance of doubt Experian Materials, Experian Data and Output and the methods, techniques, know how and ideas used or learned by Experian in providing the Services are the confidential information of Experian;
Data Protection Legislation	The Data Protection Act 1998 (to the extent that it remains in force from time to time), the GDPR and any other UK data protection law (each with effect from the date on which it becomes part of English law);

Word or Expression	Meaning
End User	In the case of a Client authorised to act as a Reseller by Experian a third party who provides the Input Data to the Reseller and to who the Reseller provides the Output following use of the Services;
Equipment	Computer hardware used by the Client in connection with the Services;
Experian	Experian Limited (registered number 00653331) whose registered office is at: Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ;
Experian Data	Any data which Experian adds to and/or uses in connection with the Input Data (including without limitation the CCJ Data) and provides to the Client as part of the Services;
Experian Equipment	The computer and communications hardware utilised by Experian in providing the Services;
Experian Materials	Any of the items developed and/or licensed by Experian to the Client in connection with the Services and includes (without limitation) CD-ROMs (including any documentation) but excludes the Output and the Experian Data;
Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, damage to or failure of any third party's computer equipment, software or telecommunications systems used to provide the Services or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
GDPR	The General Data Protection Regulation, to the extent that and in the form that it is a requirement of English law from time to time;
Initial Term	Any period of time beginning on the Commencement Date (or any earlier date) in respect of which the parties have agreed that the Client shall pay a MVF;
and in	Input DataThe data supplied to Experian by the Client in the agreed format relation to which Experian will provide the Services;
Intellectual Property Rights	Copyright, database right, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
MVF	Any minimum value (if any) contained in a Pricing Schedule relating to the Client's use of the Services over the Initial Term;
Output	The Input Data as screened, modified, de-duplicated and/or enhanced by the performance of the Services but excludes the Input Data;
Permitted Purposes	<ul style="list-style-type: none"> (i) In respect of the Output screened against CCJ Data, solely for the CCJ Purpose, and (ii) In respect of any and all other Experian Data contained in the Output, the following activities, all solely for the Client (or the End User's) internal marketing purposes: <ul style="list-style-type: none"> a. The screening of Input Data against the Experian Data; b. Any suppression or update (as shall be agreed with Experian); <p>all solely for the Client (or the End User's) internal business purposes;</p>
Personal Data	The definition specified in the Data Protection Legislation;

Word or Expression	Meaning
Pricing Schedule	The schedule (if any) agreed between the parties from time to time containing details of the Client's use of Experian's services which refers to these Terms and Conditions;
Personal Data Breach	The definition specified in the GDPR;
Processing	The definition specified in the Data Protection Legislation;
Processor	The definition specified in the Data Protection Legislation;
Registration	The registration process to be completed to Experian's satisfaction in relation to prospective clients as a pre-condition to the provision of the Services;
Reseller	A Client who is authorised by Experian upon Registration (or thereafter in writing) to provide the Services to End Users in accordance with these terms and conditions;
Services	The data management services provided to the Client by Experian subject to these Terms and Conditions;
Territory	European Economic Area;
Web Site	The web site(s) via which Experian delivers its data management services via the Internet;
Year	Each twelve-month period commencing on the Commencement Date and each anniversary of the Commencement Date.

2. PERIOD OF AGREEMENT

2.1. The entitlement of the Client to receive the Services will commence on the Commencement Date and will continue until terminated in accordance with the provisions herein.

3. THE SERVICES

3.1. The provision and use of the Services shall be subject to these Terms and Conditions.

3.2. Experian reserves the right at any time due to circumstances beyond its reasonable control to vary the nature of the Services.

3.3. Experian may, at any time by giving written notice to the Client amend or vary these Terms and Conditions and such amended or varied Terms and Conditions shall apply to the provision of Services after the date of such notice.

4. PAYMENT OF CHARGES

4.1. The Client agrees to pay the Charges. Save where the Client makes advance Card Payment Experian shall be entitled to invoice the Client at any time after the end of each calendar month for the Charges incurred by the Client in that calendar month. The Client will make payment of each such invoice within thirty days of the date its receipt thereof or (if agreed by the parties in writing) by direct debit to Experian's nominated bank account.

4.2. If the Client does not make payment of the Charges by the due date Experian shall be entitled by notice in writing to the Client (without prejudice to any other remedies it may have) to charge interest on the amount outstanding at the rate of 2% per annum above Barclays Bank plc base rate for the time being from the date of receipt of the notice until the date on which payment is received by Experian (whether before or after any court judgement).

4.3. All sums payable hereunder shall be exclusive of Value Added Tax (and any other duty chargeable in respect thereof) which shall be charged at the rate prevailing from time to time.

4.4. If the Client has agreed to pay a MVF for the Services during the Initial Term the Client acknowledges that the level of the Charges will be set according to the level of the MVF. If the

Client does not meet the MVF in the Initial Term then Experian shall be entitled to invoice the Client for the difference between the actual Charges payable for the Services taken by the Client during the Initial Term and the MVF

5. LICENCE

5.1. The Client hereby grants to Experian a non-exclusive non-transferable licence to use the Input Data for the purposes of providing the Services.

6. USE OF THE EXPERIAN MATERIALS

6.1. The Client undertakes:

6.1.1. Not (save where such restriction contravenes any statute) to copy, reproduce, translate, adapt, vary or modify the Experian Materials nor to disclose communicate or make available the same to any third party without Experian's prior written consent except that the Client may make a copy of the Experian Materials for back up purposes only. In the event that the Client becomes aware of any unauthorised copying disclosure or use it shall forthwith notify Experian thereof and if requested take such steps as shall be necessary to prevent such further unauthorised copying disclosure or use;

6.1.2. To maintain accurate and up to date records of the number and location of all copies of the Experian Materials;

6.1.3. To supervise and control the use of the Experian Materials in accordance with these Terms and Conditions and to protect the Experian Materials from and against theft destruction or damage;

6.1.4. Not to provide or otherwise make available the Experian Materials in whole or in part in any form to any person other than Additional Users (to the extent permitted by these Terms and Conditions) and/or the Client's employees who need to have access to the Experian Materials in order to properly use the Services for the Permitted Purposes;

6.1.5. To ensure that the Services are used in the operating environment and in accordance with other operating instructions in each case as reasonably specified by Experian; and

6.1.6. To ensure that the Equipment complies with any minimum requirements specified by Experian.

7. EXPERIAN INTELLECTUAL PROPERTY

7.1. Title to and all of the Intellectual Property Rights in all reports and information provided to the Client by Experian (including without limitation in the Output, the Experian Data and the Experian Materials) ("the Information") shall at all times remain vested in Experian (or Experian's third party licensors) and the Client shall acquire no proprietary rights whatsoever therein.

7.2. Save when authorised to act as a Reseller (or otherwise as agreed by Experian in writing), the Client shall be entitled to use the Information (unless otherwise agreed by Experian in writing) solely for the Permitted Purposes and not for any other purpose. Where the Client is acting as Reseller it shall not be entitled to use the Output for its own purposes and shall only be entitled to deliver the Output to the relevant End User for use by the End User in accordance with the Permitted Purposes.

7.3. Subject to Clause 7.4, the client shall not sell, transfer or otherwise make available the Information to any third party (whom is not an End User) without firstly:

7.3.1. Obtaining Experian's written consent; and

7.3.2. Procuring that such third party shall use the Information for the Permitted Purposes only.

7.4. Without prejudice to the preceding provisions of this Clause 7, where the Client is authorised to act as a Reseller, the Reseller shall be permitted to disclose the Information to the relevant End User provided always the Reseller shall procure that the End user enters into a binding written agreement with the Reseller which contains provisions that are consistent with Clauses 3, 5, 6, 7, 8,12, 15, and 25.

7.5. Without prejudice to the preceding provisions of this Clause 7 the Client will (save as is required by law):

7.5.1. Keep the Information strictly confidential;

7.5.2. Not copy, distribute or commercially exploit the Information other than as expressly permitted by these Terms and Conditions;

7.5.3. Permit access to the Information only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with clauses 7.5.1 and 7.5.2.

7.6. The Client further undertakes that it shall not use or permit the use of the Services and/or Information by any Additional User or any third party for the purpose of providing credit reference, debt collection, identity authentication, fraud prevention or any other information based services to any third party.

8. SECURITY

8.1. The Client will comply fully with all rules and guidelines from time to time reasonably prescribed by Experian in relation to the manner of the provision of the Services for the purposes of ensuring the security of the Services and/or Experian's information and systems generally.

8.2. The Client acknowledges and agrees that control of and security of account numbers, identification codes and passwords used to access the Services (collectively the "Client ID") are its sole responsibility and that Experian shall have no liability whatsoever to the Client for any losses (whether direct indirect or consequential) occasioned by use of the Client ID by unauthorised persons. From time to time Experian may issue the Client with a new Client ID. Any new Client ID will take effect 24 hours after notice to the Client of the new Client ID.

8.3. The Client further agrees that:

8.3.1. It will maintain appropriate technical and organisational security measures and procedures to prevent the accidental or unauthorised disclosure of the Client ID or the use of the Client ID by any unauthorised persons;

8.3.2. It will inform Experian immediately on becoming aware of any unauthorised use and/or disclosure of the Client ID, or if any equipment used by the Client to access the Services is stolen;

8.3.3. It remains liable for any and all Charges incurred in connection with usage of the Client ID irrespective of whether such usage is authorised by the Client;

8.3.4. Experian may invalidate or otherwise suspend use of the Client ID if:

8.3.4.1. The Client is in breach of its obligations under these Terms and Conditions; or

8.3.4.2. Experian is notified, or becomes aware, of any unauthorised or improper use of the Client ID by the Client or any third party, or of the fact that any Equipment used to access the Services has been stolen.

8.4. Each party shall permit the other (on reasonable notice and during normal working hours) to audit the first party's compliance with its obligations under this Agreement in relation to the use of any software, data or other materials. The party carrying out the audit shall:

8.4.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party; and

8.4.2. take all reasonable steps to minimise disruption to the other party's business during such audit.

9. PERFORMANCE AND LIABILITY

9.1. Experian shall use all reasonable skill and care in the provision of the Services.

9.2. The Client agrees and acknowledges that the Output is not intended to be used as the sole basis for a business decision of the Client.

9.3. Experian shall use all reasonable endeavours to complete the Services and supply the Output to the Client in accordance with any agreed timetable.

- 9.4. If the Client is in breach of its obligations under these Terms and Conditions then Experian shall:
- 9.4.1. Be entitled to reschedule the performance of the Services; and/or
 - 9.4.2. Use all reasonable endeavours to supply the Output to the Client but shall have no liability to the Client for any failure to do so; and/or
 - 9.4.3. Be entitled to suspend performance of the Services until such time as arrangements have been made to the satisfaction of Experian to remedy the breach. If no such arrangements have been made within 30 days of Experian notifying the Client of the breach, Experian shall be entitled to terminate this Agreement immediately by written notice to the Client. Experian shall have no liability to the Client as a result of such suspension of the Services, or termination of this Agreement.
- 9.5. The Client understands and accepts that the Services involve the use of the Experian Data which is based upon and comprises data provided to Experian by third parties or is otherwise publicly available and Experian is not able to control or verify the accuracy and/or completeness of such data. Accordingly, whilst Experian agrees to use all reasonable care and skill in the collection and collation of the Experian Data it otherwise gives no warranty about the accuracy or fitness for any particular purpose of the Experian Data and in particular accepts no liability for any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data input provided by the Client or any third party.
- 9.6. The Client acknowledges that:
- 9.6.1. Methods for the selection of potential customers and existing customers cannot guarantee the response which individuals will make, nor the suitability of those individuals for any products and/or services offered to them;
 - 9.6.2. Systems which use empirical data, statistical data and/or data modelling techniques to provide indicative or predictive data cannot be taken as a guarantee of any particular outcome; and
 - 9.6.3. In the ordinary course of events and by its very nature, the accuracy and utility of the Experian Data and Output will deteriorate rapidly following its delivery to the Client and/or Additional Users.
- 9.7. Experian's liability to the Client in respect of any claim for breach of contract, negligence, breach of statutory duty or under any indemnity or otherwise shall be limited as follows:
- 9.7.1. In respect of any claim for personal injury or death caused by Experian's negligence or that of its employees, agents or sub-contractors, no limit shall apply;
 - 9.7.2. In respect of other claims for personal injury or death however caused and claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media), liability shall be limited to £1 million per claim or series of claims arising from any one incident.
- 9.8. In respect of any other claim, Experian's liability to the Client shall be limited as follows:
- 9.8.1. For all claims arising in the first Year, liability shall be limited in aggregate to the Charges (excluding VAT) paid or payable in that Year;
 - 9.8.2. For all claims arising in any subsequent Year liability shall be limited in aggregate to the Charges (excluding VAT) paid by the Client to Experian under this Agreement in the previous Year.
- 9.9. The limitations in Clause 9.8 shall not apply to the indemnity under Clause 10.2.
- 9.10. Experian shall not be liable for any indirect or consequential loss.
- 9.11. Experian shall not be liable for the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; business interruption; even if Experian had notice of the possibility of the Client incurring such losses.
- 9.12. Experian shall not be liable for the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt;7 loss of sales or revenue; failure to reduce bad debt;

reduction in the value of an asset; even if Experian had notice of the possibility of the Client incurring such losses.

- 9.13. The Client acknowledges that (unless specifically agreed with the Client in writing) Experian will destroy records relating to the provision of data management services in accordance with its data erasure policy from time to time. The Client further acknowledges that any complaint or enquiry it may have regarding the performance of the Services may become more difficult to investigate as time elapses following the date of delivery of the Output and agrees that any such complaint or enquiry shall be made to Experian in writing as soon as reasonably practicable and in any event within 30 days of such date.
- 9.14. Experian does not make or include any representations, warranties or guarantees relating to the Experian Materials or the Services other than those specifically contained in this Agreement and hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Experian Materials or the Services.
- 9.15. The Client agrees and acknowledges that Experian shall have no liability whatsoever to the Client in respect of any claim or claims made by the Client:
 - 9.15.1. Arising out of or in connection with any data comprised within the Input Data and/or the Output that was not provided by Experian; and/or
 - 9.15.2. To the extent that such claim or claims arise as a result of the data comprised within the Output having been altered or enhanced by the Client or by any third party; and/or
 - 9.15.3. Arising out of any services undertaken by Experian at the request of the Client which are not agreed to in writing by Experian and the Client.

10. THIRD PARTY CLAIMS

- 10.1. Notwithstanding the provisions of Clause 15 if, as a result of the Client's default (including but not limited to breach of this Agreement, and whether or not the Client acts as a Reseller), a claim is made against Experian by a third party arising from the Processing of Personal Data or the use of any data in connection with this Agreement, the Client shall reimburse Experian for any and all losses, damages, liabilities, claims, demands, costs and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of such claim (including any claim by a statutory body or authority).
- 10.2. Experian shall fully indemnify the Client against any and all losses, damages, liabilities, claims, demands and expenses suffered or incurred by the Client (including legal expenses reasonably and properly incurred) arising out of any claim brought against the Client by any third party alleging that its Intellectual Property Rights are infringed by provision by Experian to the Client of the Experian Materials or the use of the Experian Materials by the Client as permitted by the terms of this Agreement.
- 10.3. The Client (whether or not acting as a Reseller) shall fully indemnify Experian against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian of any Input Data as permitted by the terms of this Agreement.
- 10.4. Where the Client is acting as a Reseller, the Client shall fully indemnify and keep fully indemnified Experian against all and any actions, proceedings, claims and demands brought against Experian by any End User arising as a result of use of the Services or otherwise. The Client, as Reseller, shall be entitled to bring a claim (subject to Clause 9) against Experian in respect of all losses, liabilities, claims, costs and expenses suffered or incurred by an End User which, for the purposes of this Clause 10.4, shall be deemed to be losses, liabilities, claims, costs and expenses of the Client for the purposes of recovery from Experian.
- 10.5. The indemnities in Clauses 10.2, 10.3 and 10.4 are given on condition that the indemnified party:

- 10.5.1. Notifies the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;
 - 10.5.2. Does not make any admission or settlement in respect of such matter or claim without the prior consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
 - 10.5.3. Allows the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and settle negotiations or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations or proceedings.
- 10.6. If any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Client's use of the Experian Materials as permitted by the terms of this Agreement, Experian may at its sole option and expense:
- 10.6.1. Procure for the Client the right to continue using the relevant Experian Materials (or any part of them) in accordance with the terms of this Agreement;
 - 10.6.2. Modify the relevant Experian Materials to avoid the infringement or replace the relevant Experian Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.
- 10.7. If Experian exercises one of the options set out in Clause 10.6, it shall have no further liability to the indemnified party in respect of a claim relating to the subject matter of Clause 10.1 from the date of completion by Experian of such option.
- 10.8. This Clause 10 sets out the entire liability of both parties and the sole remedy of both parties with respect to the infringement of a third party's Intellectual Property Rights and any claims relating to the indemnity given in Clause 10.

11. EXPERIAN'S UNDERTAKING

- 11.1. Experian undertakes that whilst the Client remains entitled to receive the Services if in the reasonable opinion of Experian there is a defect in the Experian Materials which prevents the Client from obtaining the Services then Experian will use all reasonable endeavours to procure the repair of such defect in a reasonable time provided that the Client gives Experian, its agents or subcontractors all reasonable assistance in respect of Experian procuring such repair. This undertaking shall constitute Experian's entire liability in respect of defects in the Experian Materials and the undertaking contained above shall not apply to Experian Materials which have been damaged or rendered defective by:
- 11.1.1. The Client's neglect or misuse of the Experian Materials or failure to operate the Experian Materials in accordance with the provisions of Clause 6;
 - 11.1.2. The alteration modification or maintenance of the Experian Materials by any party other than Experian without Experian's prior written approval;
 - 11.1.3. The use of software (or equipment) not provided by Experian or by any computer virus not originating from Experian;
 - 11.1.4. The Clients failure to allow Experian or its representatives access to the Experian Materials or the Equipment (as appropriate).
- 11.2. Experian shall be entitled to charge the Client for call out charges and for any work carried out by Experian on the Experian Materials where such work is not covered by the undertaking given by Experian in this Clause 11.
- 11.3. Experian further undertakes that, whilst the Client is entitled to receive the Services, it will supply updates to the Experian Data at the times and frequency specified in the Pricing Schedule (if any) or as otherwise agreed by the parties from time to time (which updates shall be deemed to be comprised within the Experian Data for the purposes of these Terms and Conditions).

12. GENERAL CONFIDENTIALITY

- 12.1. Each party shall, in respect of the Confidential Information of which it is the recipient:
- 12.1.1. Keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
 - 12.1.2. Take all reasonable steps to prevent unauthorised access to the Confidential Information; and
 - 12.1.3. Not use the Confidential Information other than for the purposes set out in this Agreement.
- 12.2. The parties may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 12.3 are met):
- 12.2.1. Employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
 - 12.2.2. The recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
 - 12.2.3. In the case of Experian being the recipient, agents and sub-contractors of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement, and Experian Group Companies; and
 - 12.2.4. In the case of the Client being the recipient, Additional Users to the extent required to enable such Additional Users to exercise the Additional Users' Rights.
- 12.3. As a condition of the rights set out in Clause 12.2 the party wishing to exercise the rights must:
- 12.3.1. Ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
 - 12.3.2. Procure that such persons observe the restrictions in this Clause 12.
- 12.4. The restrictions in Clause 12.1 do not apply to any information to the extent that it:
- 12.4.1. Is or comes within the public domain other than through a breach of Clause 12.1; or
 - 12.4.2. Is in the recipient's possession (with full right to disclose) before receiving it from the other party; or
 - 12.4.3. Is lawfully received from a third party (with full right to disclose); or
 - 12.4.4. Is independently developed by the recipient without access to or use of the Confidential Information.
- 12.5. The Client agrees and acknowledges that if any Experian Materials, Experian Data or Output supplied to the Client comprises information supplied by Experian's third party licensor(s) Experian shall be entitled to disclose to such third party licensor(s):
- 12.5.1. That such information has been provided to the Client;
 - 12.5.2. The identity of the Client; and
 - 12.5.3. The charges paid by the Client for such information.

13. CLIENT'S GENERAL OBLIGATIONS

- 13.1. The Client shall at its own cost co-operate with Experian to such extent and provide to Experian such information and assistance as Experian shall reasonably require to enable Experian to perform its obligations in relation to the Services.
- 13.2. The Client shall use all reasonable endeavours to provide Experian with the Input Data in accordance with any agreed timetable.
- 13.3. The Client shall be entitled to allow Additional Users to exercise the Additional User Rights on the following conditions:

- 13.3.1. The Client shall procure that each Additional User complies with all relevant provisions of this Agreement; and
- 13.3.2. The Client shall fully indemnify and keep fully indemnified Experian against all and any actions, proceedings, claims and demands brought against Experian by any Additional User arising as a result of such use, however the Client shall be entitled to bring a claim (subject to Clause 9) against Experian in respect of all losses, liabilities, claims, costs and expenses suffered or incurred by an Additional User which, for the purposes of this Clause 13.3 shall be deemed to be losses, liabilities, claims, costs and expenses of the Client for the purposes of recovery from Experian.

14. TERMINATION

- 14.1. Either party may terminate the Client's entitlement to receive the Services pursuant to these Terms and Conditions by giving the other party not less than 30 days prior written notice.
- 14.2. Notwithstanding anything herein contained either party shall be entitled by written notice to the other to terminate the Client's entitlement to receive services pursuant to these Terms and Conditions either immediately or as from the date specified in such notice upon the happening of any of the following events:
 - 14.2.1. If the other party is guilty of any material breach of the provisions of these Terms and Conditions and such breach if capable of remedy is not remedied within seven days of written notice to that effect;
 - 14.2.2. If an order or a resolution is made or passed for the winding up of the other party (otherwise than for the purposes of solvent reconstruction or amalgamation);
 - 14.2.3. If an administrator or administrative receiver is appointed in respect of the whole or any part of the other party's assets or distress or execution is levied upon any of the assets of the other party and is not paid out within fourteen days;
 - 14.2.4. If the other party enters into any scheme of arrangement or composition with its creditors generally.
- 14.3. Experian shall be entitled to suspend or terminate the Client's entitlement to receive the Services pursuant to these Terms and Conditions without penalty or liability if:
 - 14.3.1. (If the Client is not acting as a Reseller) Experian has reason to believe that the Client is using the Services, the Experian Materials, the Experian Data other than for the Permitted Purposes; or
 - 14.3.2. (If the Client is acting as a Reseller) Experian has reason to believe that the Client is using the Services, the Experian Materials, the Experian Data other than in accordance with Clause 7.2; or
 - 14.3.3. The Client's use of the Services is causing disruption or interference to the Experian Equipment or the provision of Experian services to other Experian clients.
- 14.4. Termination of the Client's entitlement to receive the Services shall be without prejudice to any rights of either party which may have accrued prior to termination or to any provision of these Terms and Conditions which by its terms is intended to survive termination. Upon termination for whatsoever reason Experian will immediately invalidate the Client ID and the Client shall immediately deliver up to Experian all copies of any Experian Materials (at Experian's request) and any documentation provided in connection therewith together with all copies of Experian's Confidential Information. Any licence granted to the Client under these Terms and Conditions ceases immediately on termination.

15. STATUTORY COMPLIANCE

- 15.1. Each of the parties undertakes to the other that in respect of the provision and use of the Services (as appropriate) it will at all times comply fully with all relevant statutory enactments and regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction, including without limitation the Consumer Credit Act 1974 and all applicable Data Protection Legislation.

- 15.2. Without prejudice to Clause 15.1, the Client undertakes to Experian that it holds all necessary registrations, consents and licences, as applicable, and prior to its use of the Services the Input Data complies with the legislation referred to in Clause 15.1 and will ensure that all Personal Data contained in the Input Data provided to Experian in connection with this Agreement has been obtained by the Client in accordance with Data Protection Legislation.
- 15.3. Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by the processing.
- 15.4. The Client instructs Experian to, and agrees that Experian may, process the Input Data for the Agreement Purposes.
- 15.5. There are circumstances in which Experian will or may be a Processor of Input Data. Experian agrees that when, and to the extent that from time to time, it is a Processor of Personal Data contained in the Input Data it shall:
 - 15.5.1. process such Personal Data only in accordance with the Client's instructions referred to in Clause 15.4 and any other instructions agreed by the parties from time to time;
 - 15.5.2. not transfer the Personal Data outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Experian in order to support and maintain the Services, or as otherwise agreed by the parties from time to time, and if it transfers Client Data outside the European Economic Area, such transfers of personal data shall be in accordance with the requirements of Chapter V of the GDPR;
 - 15.5.3. ensure that persons authorised to process the Personal Data have committed themselves to confidentiality;
 - 15.5.4. not appoint any other Processor, other than as agreed by the parties from time to time (but Experian shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific Processing activities on behalf of the Client);
 - 15.5.5. ensure that where Experian appoints another Processor as contemplated by Article 28(4) of the GDPR, that Processor is subject to contract obligations as required by that Article;
 - 15.5.6. taking into account the nature of the Processing Experian carries out as a Processor of Personal Data assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject rights laid down in Chapter III of the GDPR;
 - 15.5.7. assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing Experian carries out, and the information available to Experian, in its capacity as a Processor of the Personal Data;
 - 15.5.8. (at the request of the Client) comply with its obligations under Article 28(3) relating to the return or destruction of Personal Data and to audit in accordance with Clause 8.4 of this Agreement;
 - 15.5.9. (at the request of the Client) provide the Client with any information which it is reasonable for Experian to provide to allow the Client to demonstrate compliance with Article 28 of the GDPR;
 - 15.5.10. comply with its obligations under Article 28(3) of the GDPR to inform the Client immediately if in the opinion of Experian any instruction of the Client referred to in Clause 15.5.1 infringes the GDPR or any other relevant data protection provision;
 - 15.5.11. notify the Client without undue delay after becoming aware of a Personal Data Breach relating to the Input Data.
- 15.6. The Client acknowledges that the provision of certain of the Services, and data management services provided by Experian generally, are governed 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 without limitation the Direct Marketing Association's Code of Practice), and that access to certain Personal Data is conditional upon the intended recipient entering into and¹² complying with certain obligations. Accordingly,

(and without prejudice to the generality of Clauses 15.1, 15.2 and 15.3) the Client further acknowledges and agrees that notwithstanding anything to the contrary contained in these Terms and Conditions, Experian shall be entitled to suspend the provision of the Services or to decline to provide the Services to the extent that in the reasonable opinion of Experian to such provision would be:

15.6.1. Contrary to any requirement of the Regulatory Framework; or

15.6.2. Not desirable or practicable by reason of any political regulatory or public pressures; or

15.6.3. 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.

15.7. Experian shall not have any liability to the Client as a result of Experian exercising its rights under Clause 15.6 nor shall the exercise of such rights with regard to any part of the Services terminate any obligation of Experian or the Client relating to any other part of the Services.

15.8. The Client shall at the request of Experian inform Experian in writing of the selection criteria of the Input Data, the intended use of the Output and any other information which Experian reasonably considers relevant in order for Experian to verify that in performing the Services Experian and the Client are complying with the provisions of this Agreement and with the Regulatory Framework.

16. CLIENT WARRANTIES

16.1. The Client warrants to Experian that the Input Data is from a genuine source and that the Client is entitled to make the Input Data available to Experian for the purpose of Experian providing the Services and that the use by Experian of the Input Data for such purpose shall not infringe the Intellectual Property Rights of any third party.

16.2. In the event that the Client pays for the Services by Card Payment, the Client warrants that it has the authority to make available to Experian the credit or debit card details used in connection with Card Payment.

17. FORCE MAJEURE

17.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

17.2. If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that:

17.2.1. It promptly notifies the other ("unaffected party") of the occurrence of the Force Majeure;

17.2.2. It discusses with the unaffected party possible action to be taken to overcome the effect of the Force Majeure; and

17.2.3. It uses all reasonable endeavours to overcome the Force Majeure.

17.3. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Client to pay accrued fees).

18. ASSIGNMENT

18.1. Subject to Clause 18.2 the rights granted to the parties hereto are personal to them and neither party shall assign or grant any rights under these Terms and Conditions without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

18.2. Experian shall be entitled to sub-contract any or all of its obligations under these Terms and Conditions to a sub-contractor but by doing so Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to these Terms and Conditions.

19. WAIVER

19.1. No failure by either party to exercise any right or remedy available to it hereunder nor any delay to exercise such right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy

20. ENTIRE AGREEMENT

20.1. These Terms and Conditions (together with any Pricing Schedule and the Royal Mail end user licence referred to and contained in Clause 25) constitute the whole of the terms agreed between the parties in respect of the subject matter hereof (save to the extent that either party has relied upon a fraudulent misrepresentation of the other which has induced such party to agree to these Terms and Conditions) and supersede all previous negotiations understandings or representations. Other than as provided in Clause 3.3, these Terms and Conditions shall be capable of being varied only by a written instrument signed by a duly authorised officer of each party.

20.2. If there is any conflict between these Terms and Conditions and any other terms posted or available on the Web Site from time to time then these Terms and Conditions shall prevail to the extent of any inconsistency.

20.3. References in this document to these "Terms and Conditions" shall be to these Terms and Conditions as amended or varied from time to time.

21. SEVERANCE

21.1. These Terms and Conditions are severable in that if any provision of these Terms and Conditions is determined to be illegal or unenforceable by any Court of competent jurisdiction it shall be deleted to that extent and no further without affecting the remaining provisions of these Terms and Conditions.

22. HEADINGS

22.1. The headings used for these Terms and Conditions are for convenience only and shall not affect the construction of these Terms and Conditions.

23. LAW

23.1. These Terms and Conditions shall be governed by the laws of England to the exclusive jurisdiction of whose Courts the parties hereby submit.

24. NOTICES

24.1. Any notice to be given hereunder may be given in writing by recorded delivery post or facsimile or email to the address or facsimile number as set out (in the case of the Client) in its application to receive services pursuant to these Terms and Conditions or (in the case of Experian) on the Web Site.

24.2. Notices shall be deemed received (if sent to the correct address):

24.2.1. If sent by post, two working days after being posted;

24.2.2. If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission;

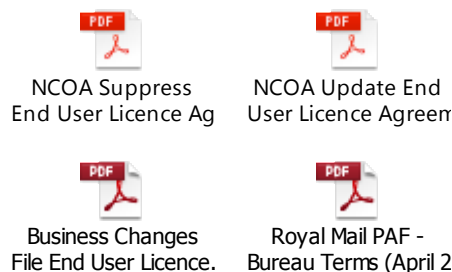
24.2.3. If sent by email, when a receipt notification is received.

25. THIRD PARTY DATA SOURCES

25.1. Where the Output contains data or data derived from data licensed to Experian by a third party (in each case such provider shall be referred to in this Agreement as a "Third Party Data Provider"), then the Client agrees to be bound by the provisions of this Clause 25 without prejudice to the other terms and conditions of this Agreement. Where there is conflict between the other terms of this Agreement and the provisions of Clause 25 then save for the provisions of Clauses 9 and 15, this Clause 25 shall take precedence.

25.2. The Client acknowledges that:

- 25.2.1. The Output may contain data provided by the Royal Mail Group plc (“Royal Mail”);
- 25.2.2. The use by Experian of data provided by Royal Mail is subject to Royal Mail standard terms and conditions;
- 25.2.3. The Client, and any End User’s, use of Output containing Royal Mail data are subject to the Royal Mail end user licences (which can be viewed by clicking on the links below);



- 25.2.4. The Client shall ensure that the End User’s use is subject to the terms of the Royal Mail end user licences.
- 25.2.5. The Client shall at all times retain details of each End User to whom the Client provides the Services.
- 25.2.6. The following organisations, and types of organisation, are prohibited from using, or registering to use the Royal Mail “National Change of Address” service:
 - 25.2.6.1. Debt Collection Agencies
 - 25.2.6.2. Credit Reference Agencies for the purpose of credit referencing
 - 25.2.6.3. Police Forces
 - 25.2.6.4. Serious Organised Crime Agency
 - 25.2.6.5. HM Revenue & Customs
 - 25.2.6.6. The Intelligence services (these are primarily the Security Service, the Secret Intelligence Service and the Government Communications HQ)
 - 25.2.6.7. Scottish Crime and Drug Enforcement Agency
 - 25.2.6.8. Financial Services Authority
 - 25.2.6.9. Gangmasters Licensing Authority
 - 25.2.6.10. Home Office
 - 25.2.6.11. Gambling Commission
 - 25.2.6.12. Information Commissioner
 - 25.2.6.13. Serious Fraud Office
 - 25.2.6.14. Criminal Cases Review Commission
 - 25.2.6.15. Scottish Criminal Cases Review Commission
 - 25.2.6.16. Civil Nuclear Constabulary
 - 25.2.6.17. Office of the Police Ombudsman for Northern Ireland
 - 25.2.6.18. Independent Police Complaints Commission
 - 25.2.6.19. Child Maintenance and Enforcement Commission
 - 25.2.6.20. Force comprising the special constables appointed under section 79 of the Harbours, Docks and Piers Clauses Act 1847 on the nomination of the Dover Harbour Board

- 25.2.6.21. Force comprising the constables appointed under Article 3 of the Mersey Docks and Harbour (Police) Order 1975 on the nomination of the Mersey Docks and Harbour Company
- 25.2.6.22. Foods Standards Agency
- 25.2.6.23. Health & Safety Executive

Accordingly, the Client shall not use or register to use or resell the Royal Mail “National Change of Address” service if it is any of the above organisations or types of organisation.

25.3. For the avoidance of doubt, in the Royal Mail end user licences:

25.3.1. “End User” shall mean the Client or in the case of a Client authorised to act as a Reseller, the End User (as defined by Clause 1 of these Terms and Conditions);

25.3.2. “Data” shall mean (as the case may be) the Royal Mail databases known as the “Business Changes File”, the “NCOA Update File”, the “NCOA Suppress File” and such other Royal Mail data sources as Experian shall notify to the Client when providing the Services from time to time.

25.4. Royal Mail shall be entitled to enforce the provisions of the Royal Mail end user licences against the Client and/or the End User pursuant to the Contracts (Rights of Third Parties) Act 1999 and exercise the rights of audit under Clause 8.4 to verify the Client’s and/or End User’s compliance with the Royal Mail end user licences.

25.5. Where the Output as determined by the Client’s request for the Services contains telephone numbers then the Client undertakes (and shall where the Client is authorised to act as a Reseller procure that the relevant End User undertakes):

25.5.1. That within a reasonable time of a request to do so by Experian, it shall take any action which the relevant Third Party Data Provider notifies to Experian is reasonably necessary to secure compliance with any conditions imposed on such Third Party Data Provider under section 45 of the Communications Act 2003, or any continuing licence obligations that may be imposed on such Third Party Data Provider in accordance with Schedule 18 of the Communications Act 2003 and/or any statute, directive, code of practice, regulations, decision or recommendation (whether or not having the force of law) which is applicable to use of such Third Party Data Provider’s data contained in the Output;

25.5.2. Whenever Experian confirms in writing to the Client (or End Users) that it has reasonable grounds to suspect that telephone numbers supplied by Experian or lists containing telephone numbers so supplied or any derivative thereof is being used or accessed by any individual, partnership, body corporate, statutory body, unincorporated association or other body other than in accordance with the terms of the licence agreement between the relevant Third Party Data Provider and Experian that it will (and will procure each End User will) co-operate to a reasonable extent with Experian in investigating such suspected or actual use or access taking all necessary remedial steps as necessary in connection therewith;

25.5.3. Not to sell or make available the resulting database to third party organisations;

25.5.4. That in all its dealings with or relating to information derived from BT’s OSIS database (“Information”) it shall comply with all applicable laws and codes of practice including the Data Protection Legislation and the Code of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Data (21 December 1998);

25.5.5. To use all reasonable endeavours in relation to the security and confidentiality of the Information in its custody or control to prevent any unauthorised disclosure of any part of it;

25.5.6. That if any complaint is made which relates to the Client’s (or any End-user’s) use of the Information then the Client and each End-user shall assist BT and the Licensee in investigating the complaint and shall take such steps as are reasonably necessary to remedy the complaint as soon as practicable;

25.5.7. That it shall only use or process any of the Information for their own internal purposes or, in the alternative, for a single use for a single specific person who is the Client's or End-user's customer.

25.5.8. That it shall not:

25.5.8.1. distribute, publish or display any material amount of the information by any means, except so that a single specific person can use it as permitted by paragraph 25.5.7 above.

25.5.8.2. export or permit the export of any material amount of the Information to a country which is not within the European Economic Area without the express consent of BT.

25.5.9. That the Client and any End-users shall not have any rights to use BT's trade marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature, or packaging.

25.5.10. That the Client and each End-user shall not alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to BT's OSIS data or documentation owned by BT.

25.6. Where the Output contains data from the National Deceased Register ("NDR"), use of the Output containing the NDR data shall be subject to the NDR Special Terms and Conditions



NDR Special Terms
and Conditions FINAL