

Anti Money Laundering Terms & Conditions of Trading

SMARTCREDIT TERMS AND CONDITIONS

1 DEFINITIONS

In this agreement the terms as specifically defined have the meanings assigned.

'CCA' means the Consumer Credit Act 1974.

'Client Materials' means all Client data and materials made available to SmartCredit pursuant to this agreement including (without limitation) data input onto SmartCredit's databases by (or on behalf of) the Client as part of the Services.

'Confidential Information' means all trade secret and confidential or proprietary information of each party including (but not limited to) information concerning its products, services, customers, suppliers, business accounts, financial or contractual arrangements or other dealings, computer systems, test data, software, source and object code, business methods and development plans, contained in any format and whether or not communicated orally and whether or not marked 'confidential' without limiting the above in the case of SmartCredit the term Confidential Information shall be deemed to include the Output, the Software and the Documentation.

'Fees' mean the fees payable by the Client to SmartCredit as detailed in the Online Services Agreement including the PEP & Sanction Fee, the SmartSearch Licence Fee and the Search Package Fee.

'Documentation' means all user guides provided by SmartCredit to the Client in respect of the Services.

'Data Protection Legislation' means all applicable data protection and privacy legislation or regulation in force from time to time, including UK GDPR and the Data Protection Act 2018, as all such laws are updated from time to time, and all other regulatory requirements which may apply in relation to personal data, and "personal data", "processing", "data subject" shall have the meanings assigned by such legislation.

'Online Services Agreement' means the Online Services Agreement entered into by the parties detailing various elements relating to the agreement.

'Output' means all data, scores, reports, documents and other output and information provided by SmartCredit as part of the Services.

'PEP & Sanction Fee' means the fee payable for ongoing monitoring of PEP and sanctions as detailed in the Online Services Agreement.

'Permitted Purpose' means in respect of each Service the purpose set out in the Online Services Agreement.

'Search' means an online identity search made available by SmartCredit as part of the Services as detailed in the Online Services Agreement;

'Search Package' means a package of payments for Searches made available for purchase by SmartCredit.

'Search Package Fee' means the fee payable for a Search Package as detailed in the Online Services Agreement;

'Services' means the provision of the Output and, where appropriate, Software, Documentation and consultancy by SmartCredit to the Client as more particularly specified in the Online Services Agreement including where agreed between the parties access to SmartCredit's Web Sites.

'Service Start Date' means the date upon which the Services are first made available to the Client.

'SmartCredit's Web Sites' means all and any internet web sites operated by SmartCredit from time to time.

'SmartSearch Licence Fee' means the annual licence fee payable to access the Services as detailed in the Online Services Agreement

'Software' means all software utilised by or made available by SmartCredit connection with the Services.

'Year' means each period of twelve consecutive months commencing on the Service Start Date or any anniversary thereof.

2 DURATION

This agreement shall be deemed to have commenced on the date that it is signed by both parties or (if earlier) on the Service Start Date and (subject to earlier termination in accordance with the provisions of clause 12) shall continue in effect for a period of three years from the service start date (the "Initial Period") and thereafter until terminated by either party giving to the other not less than three months' prior written notice (such notice to expire on the last day of the initial period or any anniversary of that date).

3 SUPPLY OF THE SERVICES

3.1 SmartCredit shall use reasonable care and skill in the provision of the Services.

3.2 SmartCredit may from time to time change the form and content of the Services and/or upgrade or modify any of the methods used to access the Services, in such circumstances SmartCredit shall use reasonable endeavours to give the Client not less than 2 months' prior notice of such proposed change, upgrade or modification and shall have due regard to the interests of the Client.

3.3 The Client shall ensure that it has the necessary facilities as notified by SmartCredit (including but not limited to, computer hardware, software and communications equipment) to obtain access to the Services.

4 SOFTWARE AND DOCUMENTATION

4.1 Where Software and Documentation are made available to the Client pursuant to this agreement SmartCredit grants to the Client a non-exclusive, non-transferable licence to use the Software and Documentation with effect from the Service Start Date and for the duration of this agreement for the sole purpose of enabling the Client to receive the Services.

4.2 The Client may make such number of copies of the Software and Documentation as are necessary to receive the Services, together with one copy of each for back-up and security purposes.

5 USE OF THE SERVICES & OUTPUTS

5.1 SmartCredit licences the Client to use the Services (and any Outputs) with effect from the Service Start Date and for the duration of this agreement for the Permitted Purpose only. The Client shall not use the Services or the Outputs for any other purposes whatsoever.

5.2 The Client shall not sell, transfer, distribute or otherwise make the Services or the Outputs available to or use the Services or the Outputs on behalf of, any third party.

6 OWNERSHIP

6.1 Title, copyright and all other intellectual property rights in the Services and the Outputs shall at all times remain vested in SmartCredit (or its third party licensors) and the Client shall acquire no rights whatsoever therein save as expressly provided in this agreement.

6.2 Title, copyright and all other intellectual property rights in the Client Materials shall at all times remain vested in the Client and SmartCredit shall acquire no rights whatsoever therein save as expressly provided in this agreement.

6.3 The Client grants to SmartCredit a non-transferable, non-exclusive license to use and copy the Client Materials to enable SmartCredit to carry out its obligations under this agreement. The Client acknowledges and agrees that the Client Materials may be passed to third parties utilised by SmartCredit in the provision of the services (such as Experian, Equifax or Dow Jones) in order to provide and support the Services, audit the output of the Services and for a period of no more than 30 days following provision of the Outputs enhancing the services of SmartCredit and its third party suppliers (including improving their functionality, usability, accuracy and design).

7 COMPLIANCE WITH LAWS

7.1 SmartCredit and the Client shall at all times in respect of the subject matter of this agreement comply with all applicable laws, regulations and rules having equivalent effect including without limitation, the CCA, Data Protection Legislation and the Regulations (as hereinafter defined) in particular, but without limiting the above, SmartCredit and the Client shall ensure that:

7.1.1 where necessary, each is notified under Data Protection Legislation and conducts its business in accordance with such notification; and

7.1.2 each complies with the Data Protection Principles referred to in Data Protection Legislation.

7.2 The Client acknowledges that the supply of the Services by SmartCredit and the Credit Reference Agency use thereof is governed by various statutes regulatory requirements, codes of practice and guidelines relating to the use, provision and sharing of personal data, including without limitation, the Principles of Reciprocity (being the rules (as amended from time to time) established by the Steering Committee on Reciprocity which is an unincorporated body that governs the use of shared data in the credit industry) and the Representation of the People (England and Wales) (Amendment) Regulations 2002 (collectively 'the Regulations') and that the Regulations may change from time to time. The Client agrees that SmartCredit may cease providing the whole or part of the Services if necessary in order to enable SmartCredit to comply with the Regulations in which case SmartCredit shall not be deemed to be in breach of this agreement.

7.3 The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and Searches made in respect of the Services as may be required by any regulator from time to time. SmartCredit is not responsible for retaining such information.

8 SECURITY

8.1 Each party will employ operational and technological processes and procedures in accordance with best industry practice in respect of security against unauthorised use, access, loss, destruction, theft or disclosure of the Services and the other party's Confidential Information.

8.2 The Client shall comply with all of SmartCredit's reasonable security rules and regulations in place from time to time in respect of access to the Services including without limitation those relating to restrictions on password use.

8.3 Where the Client is granted access to SmartCredit's Web Sites it shall not access or attempt to access any part of SmartCredit Web Site that the Client does not have express authority to access.

8.4 The Client shall not carry out any linking of pages of any SmartCredit Web Site nor shall it incorporate any part of SmartCredit Web Sites as part of the Client's own web site or that of any other party.

9 CONFIDENTIALITY

9.1 Without prejudice to the provisions of clause 8 each party shall in respect of the other party's Confidential Information:

9.1.1 keep the Confidential Information in strictest confidence and not make the same available to any third party; and

9.1.2 only use the Confidential Information for the purposes of this agreement and ensure that only those of its employees who need to know have access to the Confidential Information; and

9.1.3 ensure that before any employee is allowed access to the Confidential Information, the duty of confidentiality under this clause 9 is brought to his or her attention.

9.2 Clause 9.1 survives the expiry or termination of this agreement.

9.3 Clause 9.1 does not apply to Confidential Information:

9.3.1 which is in the public domain at the date of its disclosure or subsequently comes in to the public domain otherwise than by breach of this agreement; or

9.3.2 which the receiving party can show was lawfully in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party, or which has been lawfully developed by or for the receiving party independently of any Confidential Information disclosed to it by the disclosing party; or

9.3.3 which is lawfully disclosed to the receiving party by any third party and is not the subject of any restriction as to its use or disclosure imposed by or on that third party at the time of provision; or

9.3.4 to the extent that the receiving party is obliged to disclose it by law, by any court of competent jurisdiction or any regulatory body provided that (where permitted by law) it gives the disclosing party reasonable notice of such disclosure and the reason for the disclosure.

10 LIABILITY

10.1 The Client acknowledges (i) that data is supplied to SmartCredit by third parties over whom SmartCredit has no control and (ii) that where the Output or Information is transferred over the internet it may be subject to interference by third parties. Therefore, subject always to SmartCredit's obligations under clauses 3.1 and 8.1 SmartCredit can give no warranties as to the accuracy of the Output.

10.2 SmartCredit makes no representations as to the suitability of the Output for any particular purposes. The Client is responsible for satisfying itself that the Output is suitable for any use to which the Client wishes to put the Output.

10.3 The Client acknowledges that where any SmartCredit Web Site contains a link to another third party web site, SmartCredit is not liable for the nature or content neither of that other web site nor for the accuracy of the material contained within that other web site as such web sites are outside SmartCredit's control.

10.4 SmartCredit advises that the Client does not use the Services as the sole basis for any business decision and shall not be liable for any losses suffered as a result of the Client doing so.

10.5 SmartCredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if SmartCredit had notice of the possibility of such loss.

10.6 SmartCredit shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if SmartCredit had notice of the possibility of such loss.

10.7 SmartCredit's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any Year shall not exceed (1) an amount equal to the sums received by or due to SmartCredit from the Client under this agreement during that Year; or (2) £5,000 (whichever is the greater).

10.8 Notwithstanding any other term of this agreement, SmartCredit does not limit or exclude liability for death or personal injury arising from its negligence.

10.9 Except as expressly provided in this agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

10.10 For the purposes of this Clause 10 the term SmartCredit includes its independent sub-contractors and suppliers.

11 PAYMENT AND COSTS

11.1 The Client will pay the Fees for the Services as set out in the Online Services Agreement.

11.2 SmartCredit may increase Fees payable hereunder with effect from each 1 January during the continuance of this agreement (the first such increase shall not take effect until the first January being not less than twelve months from the Service Start Date). Any such increase shall not exceed the increase (expressed as a percentage) in the Retail Prices (all items) index since the Service Start Date or since the date of the last increase (if any) in SmartCredit Fees, whichever is the later. If that index ceases to be published then SmartCredit and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).

11.3 SmartCredit will invoice all sums in advance of the relevant period. All sums due must be paid within 7 days of the date of SmartCredit's invoice. The Client shall pay interest on any overdue payment at the rate of 2% above Barclays Bank plc base rate from time to time or, if that base rate ceases to be published, SmartCredit and the Client shall agree another comparable replacement base rate (such agreement not to be unreasonably withheld or delayed) from the due date until the date of payment, such interest to accrue on a daily basis both before and after judgment.

11.4 Value added tax is to be paid by the Client at the prevailing rate on all sums due under this agreement.

11.5 The various charges payable for Charges under this agreement as detailed in the Online Services Agreement are subject to receipt by SmartCredit of the Fee for the relevant Search Package.

11.6 Payment of Fees for a Search Package will be made in advance to allow Searches to be made using the Services. Each Search made shall utilise an element of the Fee for the Search Package (as detailed in the Online Services Agreement) at the rate set out in the Online Services Agreement for that type of Search. If the value of the Search Package is exhausted by the Client's usage, the Client will be required to purchase another Search Package of at least the same value prior to undertaking any more Searches. No refund will be made if the aggregate charges for Searches performed for or by the Client in any year are less than the value of the Fee for the Search Package (nor can Searches be 'rolled over' into future years).

11.7 The Client acknowledges that the PEP & Sanction Licence Fee only allows a maximum of 100,000 names to be monitored, if the Client wishes to monitor more than this number a separate licence will be required with Dow Jones.

11.8 SmartCredit may charge the Client for any additional reasonable costs and expenses incurred by SmartCredit caused by changes in the Client's instructions and/or failure to provide instructions.

11.9 The Client shall indemnify and hold harmless SmartCredit from and against all Claims and Losses arising from loss, damage, liability, injury to SmartCredit, its employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any service or information supplied to the Client by SmartCredit, its employees or consultants, or supplied to SmartCredit by the Client within or without the scope of this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

11.10 The Client agrees to pay SmartCredit on an indemnity basis any costs and expenses (including legal fees and VAT, which SmartCredit cannot recover), which SmartCredit has to pay as a result of the Client breaching the terms of the Agreement, or incurred as a result of the preparation and service of any letters or documents that we send to you, because you have not complied with the terms of the Agreement.

12 SUSPENSION & TERMINATION

12.1 If the Client breaches any of the obligations under this agreement, SmartCredit shall be entitled to suspend the Services immediately.

12.2 For the avoidance of doubt, suspension of the Services pursuant to clause 12.1 shall not affect the Client's obligations under clause 11.

12.3 SmartCredit may also suspend the Services in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way.

12.4 Either, SmartCredit or the Client may terminate this agreement immediately on notice if:

12.4.1 the other commits any material breach of this agreement and such breach (where capable of remedy) is not remedied to the non-defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy.

12.4.2 in respect of the other a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation); or

12.4.3 in respect of the other an administration order is made or a receiver or administrative receiver is appointed over any of its property or assets; or

12.4.4 the other is dissolved or is insolvent or would be taken to be insolvent

under section 123 of the Insolvency Act 1985.

12.5 On termination of this agreement for whatever reason, the Client shall;
12.5.1 as soon as reasonably practicable delete all electronic copies and destroy all physical copies of any Output in its possession or control except for the Output, which it is required to keep for the purposes of complying with its obligations under any Money Laundering Regulations; and
12.5.2 return to SmartCredit all assets which SmartCredit has provided for the purposes of this agreement including without limitation the Software and the Documentation and any other materials provided by SmartCredit relating to the Services (and all copies thereof); and
12.5.3 provide SmartCredit with a certificate of compliance with the provisions of this clause signed by a duly authorised officer.
12.6 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
12.7 On termination or expiry of this agreement, any provisions which implicitly or expressly continue in force shall continue to have effect.

13 AUDIT OF BOTH PARTIES

13.1 SmartCredit agrees that, subject to SmartCredit being given reasonable prior written notice, it shall permit the Client and its authorised independent auditors to have reasonable access during SmartCredit's normal business hours to SmartCredit's relevant premises and relevant operations for the sole purpose of ensuring that SmartCredit is complying with its obligations under this agreement.
13.2 The Client agrees that, subject to the Client being given reasonable prior written notice, it shall permit SmartCredit and its authorised independent auditors to have reasonable access during the Client's normal business hours to the Client's relevant premises and relevant operations for the sole purpose of ensuring that the Client is complying with its obligations under this Agreement.
13.3 In the event of either party exercising its rights under clauses 13.1 or 13.2 (as appropriate) the visiting party shall at all times comply with the host party's reasonable safety and security rules and regulations in place from time to time. Each party agrees to reimburse the other for all damage, losses, costs, claims demands and expenses suffered by the other that are directly attributable to the acts or omissions of the visiting party (or its authorised representatives) in exercising its rights of access under this clause 13.

14 FORCE MAJEURE

14.1 Neither party shall be liable to the other for delay or non-performance of its obligations under this agreement (except for any obligation to make payment) arising from any cause beyond its reasonable control including (without limitation) any of the following: act of God, government act, war, fire, flood, explosion or civil commotion, industrial action, failure in telecommunications services or unauthorised interference with either party's systems or services via the internet.
14.2 The party affected by the event of force majeure shall use reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of its obligations under this agreement as soon as is reasonably practicable.
14.3 If the affected party is unable to perform its obligations under this agreement by reason of the event of force majeure for more than four weeks, the non-defaulting party may terminate this agreement immediately by serving notice on the other to that effect in which event neither party shall be liable to the other by reason of such termination.

15 VARIATION

Any amendment, modification, variation or supplement to this agreement must be made in writing and signed by an authorised signatory of each party.

16 ASSIGNMENT AND SUB-CONTRACTING

16.1 Either party is entitled to sub-contract the performance of any of its obligations under this agreement provided that such party shall be liable for its obligations under this agreement to same extent as if it had carried out the work itself.
16.2 Neither party may assign, transfer or otherwise make over any part of this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).
17 SEVERANCE
If any provision of this agreement is found to be illegal or unenforceable by any court of competent jurisdiction then that provision shall be deemed to be deleted, but without affecting the remaining provisions.

18 AGENCY

Nothing in this agreement constitutes a partnership between the parties, and neither party is deemed to be the agent of the other for any purpose whatsoever. Neither party has the power or authority to bind the other or to

contract in the name of the other party.

19 ENTIRE AGREEMENT

19.1 Subject to Clause 19.2, this agreement sets out the entire agreement between the parties and supersedes all oral or written agreements, representations, understandings or arrangements, relating to its subject matter. Neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied.
19.2 Notwithstanding the foregoing, in utilising the provision of the Services is also subject to the terms and conditions of SmartCredit's suppliers as detailed in the remainder of this Agreement (and a breach of such terms by the Client shall constitute a breach of this agreement). To the extent that there is any conflict or inconsistency between the suppliers' terms and these terms, the supplier's terms will prevail in relation to that supplier's services. The relevant supplier's terms shall be directly enforceable by such supplier.

20 WAIVER

Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence is not to be construed as a waiver of that party's rights under this agreement.

21 HEADINGS & INTERPRETATION

21.1 The headings in this agreement are for convenience only and do not affect its meaning or construction.
21.2 Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time.
21.3 References to clauses and schedules are to the clauses and schedules to this agreement.
21.4 References to any gender includes any other gender and the singular includes the plural and vice versa.

22 NOTICES

All notices, requests, consents and authorisations made pursuant to this agreement must be in writing and must, where SmartCredit is the recipient, be sent to its chief trading address specified in this agreement (or such other trading address as is notified to Client from time to time) and where the Client is the recipient, be sent to its registered office or chief trading address as specified in this agreement (or such other trading address as is notified to SmartCredit from time to time). Notices may be sent either by first class mail or fax. Correctly addressed notices sent by first class mail are deemed to have been delivered seventy-two hours after posting. Notices sent by fax during the recipient's business hours are deemed to have been delivered at the time set out in the transmission confirmation document and notices sent by fax outside the recipient's business hours are deemed to have been sent of the first business hour (of the recipient) following transmission.

23 GOVERNING LAW

This agreement shall be construed in accordance with English Law. SmartCredit and the Client agree to submit to the non-exclusive jurisdiction of the English Courts.

24 THIRD PARTY RIGHTS

The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement except as specified in Clause 10.10 and Clause 19.2.

25 SET UP

The Client is responsible for set up and administration of organisational structures, user IDs and passwords.

EXPERIAN DATA SERVICES END USER TERMS

1 DEFINITIONS

1.1 The following words and phrases shall have the following meanings:

"The Agreement" means the "End User Agreement relating to Experian Data Services within an Integrated Service" between You and Us;

"Confidential Information" means the Experian Data and the provisions of the Agreement;

"Experian Data" means any of the data forming part of the Experian Data Service;

"Experian Data Charge" means the amount payable in respect of the Experian Data;

"Experian Data Service" means the service known as "Authenticate" and "E-Series";

"Services Provider" means the Integrated Services Provider whose details are set out on the first page to this Agreement;

"We" means Experian Limited (and "Us" and "Our" shall be construed accordingly);

"You" means the End User as identified in the Agreement (and "Your" shall be construed accordingly).

1.2 Terms defined in the Agreement will have the meanings ascribed to them in the Agreement.

2 PROVISION OF EXPERIAN DATA

2.1 We will provide Experian Data for the Term direct to the Services Provider for it to use on Your behalf for use as part of the Integrated Service. You will request searches during the Term which involve Our provision of Experian Data only for Your use. We shall only provide You with Experian Data that You are entitled to receive, depending upon Your purpose of use, as stated on the front of this Agreement and/or subsequently agreed between You and Us.

2.2 Unless otherwise agreed by Experian in writing, You will not use any Experian Data for any purpose other than the receipt of the Integrated Service nor adapt, alter or modify the Experian Data.

2.3 You undertake that on each occasion that You wish to use the Services You shall inform the relevant individual in the following terms:

"I understand that You will undertake a search with a Credit Reference Agency for the purposes of verifying my identity. To do so the Credit Reference Agency may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. A record of the search will be retained." If the individual is not so informed by You, You undertake that You shall not attempt to use the Experian Data Services in respect of the relevant individual.

2.4 In order for Us to provide the Experian Data Services to You and in order for Us to comply with the license terms which British Telecommunications plc and/or other third party suppliers of telephone number data require all users of such data similar to Us to accept, You:

2.4.1 Appoint Us as Your agent under this Agreement for the purpose of using Your data to carry out directory enquiry searches for and on behalf of You;

2.4.2 Authorise and instruct Us to:

2.4.2.1 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 data and producing a score based upon whether there was or was not a match of telephone numbers; and

2.4.2.2 Incorporate the score referred to in Clause 2.4.2.1 into the overall score delivered by the Experian Data Services;

2.4.3 Further instruct and confirm to Us that telephone numbers retrieved from such directory enquiry searches are for use as input into the comparison process described in Clause 2.4.2 only and We are not required to return such telephone numbers to You.

3 PAYMENT

3.1 Provided You pay the amount due to the Services Provider for the Integrated Service including any applicable VAT, which will comprise a payment for our Experian Data Charge, We will not invoice You direct for the Experian Data Charge and will not take any action to recover the Experian Data Charge from You.

4 LIABILITY

4.1 Your contract for the Integrated Services is between You and the Services Provider. Subject to Clause 4.2 below, we shall not have any liability to You arising out of or in respect of Your use of the Experian Data. Without prejudice to the foregoing, We shall not have any liability to You for any indirect or consequential loss.

4.2 Nothing in these Terms and Conditions shall limit or exclude Our liability to You for death or personal injury caused by Our negligence, or the negligence of our servants or agents.

5 COMPLIANCE

5.1 Each of us shall in connection with the provision or use of the Experian Data (as appropriate) comply with all legislation, regulations and other rules having equivalent force which are applicable to each of us, including the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation (Regulation (EU) 2016/679) or any subsequent legislation or any regulations or statutory instruments (or similar) made under such legislation as amended from time to time, and the Representation of the People Act 2000 and any regulations made thereunder (including the Representation of the People Regulations 2002) as amended from time to time ("ROPA Laws").

5.2 You will permit only expressly authorised personnel to have access to the Experian Data.

5.3 You will use the Experian Data Services in accordance with any guidance that We or the Services Provider issue to You.

5.4 If requested by Us, You agree to provide written evidence to Us evidencing the validity of Your search requests and Your compliance with the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) in respect of each search.

6 CONFIDENTIALITY

6.1 You will keep the Confidential Information strictly confidential and not disclose any part of the same to any person except as permitted by or required for the purposes of the receipt of the Integrated Services.

6.2 The provisions of Clause 6.1 above do not apply to any information to the extent it is or comes within the public domain, or is required to be disclosed by law.

6.3 For the purposes of the Freedom of Information Act 2000 ("FOIA") We believe that disclosure of the Confidential Information would prejudice our commercial interests, and would be in breach of confidence, and that the Confidential Information constitutes a trade secret. You will inform Us of any request for disclosure made to You under the FOIA in respect of the Confidential Information.

7 GENERAL

7.1 The copyright, database rights and all other intellectual property rights in the Experian Data will remain vested in Us (or Our third party licensors).

7.2 The provisions of these Terms and Conditions will remain in force for so long as You receive the Integrated Services from the Services Provider. However:

7.2.1 We may terminate Your entitlement to have the Experian Data used as part of the Integrated Services on written notice to You if You commit a material breach of any of these Terms and Conditions which is not remedied within 28 days after receipt of a notice from Us specifying the breach, requiring its remedy and making clear that failure to remedy may result in such termination.

7.3 Your entitlement to have the Experian Data used as part of the Integrated Services shall cease upon the termination of this Agreement.

7.4 If any part of these Terms and Conditions is found to be invalid or unenforceable by any Court or other competent body such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and such other provisions shall remain in full force and effect.

7.5 If either of us fails to exercise a right or remedy which arises in relation to these Terms and Conditions, such failure shall not prevent the exercise of that right or remedy subsequently in respect of that or any other incident.

7.6 A waiver of any breach of these Terms and Conditions shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provisions. Any waiver of a breach of any terms of these Terms and Conditions shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other of these Terms and Conditions.

7.7 Nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.

7.8 These Terms and Conditions and all matters arising out of them shall be governed by, and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with these Terms and Conditions.

EQUIFAX CUSTOMER TERMS SCHEDULE

In consideration of the supply and use of the Information Services by you, the parties agree:

DEFINITIONS

"Agreement" means the agreement between us and the Resupplier under which we make available to the Resupplier certain data services for resupply to end users;

"Applicable Laws" means all applicable laws, enactments, rules, regulations, orders, regulatory policies, regulatory permits and licenses, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time, including:

i. The Consumer Credit Acts 1974 and 2006;

ii. The Data Protection Act 2018; ("DPA") including the General Data Protection Regulation (Regulation (EU) 2016/679)) or any regulation or statutory instruments (or similar) made under such legislation

iii. The Representation of the People (England and Wales) Regulations 2007;

iv. The Financial Services and Markets Act 2000 (Money Laundering Regulations 2001);

v. Rules made by the Steering Committee on Reciprocity; and

vi. The Guide to Credit Scoring 2000

"Information Services" means the services that you are authorised to receive via the Resupplier that are provided to the Resupplier under the Agreement;

"Output Data" means any information or data provided by Equifax as part of the Information Services;

"Resupplier" means the third party through whom you are authorised to access the Information Services; **"us"** and **"we"** means Equifax Limited; and **"you"** has the meaning of the client in the resuppliers agreement.

1 CONFIDENTIALITY: USE AND NON-DISCLOSURE OF OUTPUT DATA

1.1 You shall use the Output Data only as permitted by term 4 below or as otherwise permitted by the Resupplier and shall not engage in any business involving the supply of any Output Data, or any information derived from any Output Data, to any other person.

1.2 Unless expressly permitted by the Resupplier, you may not disclose to any other person any of the Output Data, except:

1.2.1 when required to do so by law or any regulatory authority; or

1.2.2 to your personnel whose duties reasonably require such disclosure, on condition that you ensure that each such person to whom such disclosure is made: (a) is informed of your obligation of non-disclosure and (b) complies with that obligations as if they were bound by it.

1.3 You shall maintain adequate security measures to protect the integrity, security and confidentiality of all Output Data (including complying with Equifax's security requirements and policies).

2 APPLICABLE LAWS

2.1 You shall comply at all times with the Applicable Laws.

2.2 You shall provide to us any information we may from time to time reasonably request in order for us to determine whether your use and possession of the Output Data is in compliance with the Applicable Laws.

2.3 We may cease to make the Output Data available to the Resupplier for resupply to you if your response to any request we may make as contemplated by term 2.2 above does not satisfy us that your use and possession of the Output Data is in compliance with the Applicable Laws

2.4 The use of some types of the Output Data require you to be a member of the relevant "closed user group" and enter into, and comply with, any applicable closed user group agreements.

2.5 In utilising any Output Data, you are acting as a data controller and, as such must comply with all the obligations on a data controller imposed under the Data Protection Act (2018).

3 NOTICES

3.1 Before using any Information Services to obtain information relating to a natural person you shall notify the person that (a) information which the person gives you may be disclosed to a credit reference agency, which may keep a record of that information; and (b) the credit reference agency may disclose that information, and the fact that a search was made, to its other customers for the purposes of assessing the risk of giving credit and occasionally to prevent fraud, money laundering and to trace debtors. You shall give the notification to the person in writing, unless doing so would unreasonably interfere with your activities. On our request you shall send us a copy, or transcript, of the notification you use.

3.2 To the extent that you are able to do so, you grant us a perpetual, royalty free right to record the information referred to in term 3.1(a) for the purposes referred to in term 3.1(b).

3.3 The Resupplier will notify you of the search type or types you are entitled to carry out when using the Information Services. We may from time to time change the search types which you are entitled to carry out. The Resupplier will notify you in writing of any such changes in reasonable time before the change becomes effective. You shall ensure that you understand which search type code we require you to use for each kind of search you carry out using the Information Services and you shall ensure that you use the correct search type code at all times when using the Information Services.

4 PERMITTED USE

4.1 You shall not use the Output Data for any purpose other than: (a) assessing the risk of granting credit to consumers; (b) detecting fraud in relation to the grant of credit to consumers; (c) prevention of money laundering (d) collecting debts under consumer credit agreements; or (e) ID verification.

5 LIMITATION OF LIABILITY

5.1 You acknowledge : (a) that most of the Output Data is provided to us by third parties which we do not control, in particular in relation to the accuracy or completeness of the Output Data; (b) that the volume and nature of the information on our databases makes it impractical for us to verify it; and (c) that, if we were to attempt to verify the Output Data, we would only be able to offer the Services to you at significantly increased cost. You agree that we shall not in any circumstances be liable for any loss or damage at all arising from any inaccuracies, faults or omissions in, or in the provision of, the Output Data unless caused by our negligence or wilful default.

5.2 You agree that we shall not in any circumstances (including without limitation if we have been negligent) be liable for (a) any indirect or consequential loss or damage at all; or (b) any loss of business, capital, profit, reputation or goodwill, arising out of or in connection with the Information Services or the Output Data.

5.3 Our entire liability in respect of any single cause of action arising out of or in connection with the Output Data or the Services (whether for breach of contract, negligence, under statute or otherwise) shall be limited to £50. You shall not be entitled to recover from us and the Resupplier in respect of the same loss.

5.4 We shall not be liable for any claim arising under these terms unless you give us written notice of the claim within 3 months of becoming aware of the circumstances giving rise to the claim or, if earlier, 3 months from the time you ought reasonably to have become aware of such circumstances.

5.5 Nothing in these terms shall limit or exclude our liability for death, personal injury or fraud arising from our negligence.

5.6 Except as expressly provided in these terms, all representations, conditions and warranties whether express or implied (by statute or otherwise) are hereby excluded to the fullest extent permitted by law.

6 GENERAL

6.1 Equifax may cease to supply those Information Services which relates to the provision of data if the data supply is no longer possible under any agreement Equifax has with third party suppliers. In such cases, the affected element of the Information Services shall terminate from the date on which Equifax can no longer perform the relevant Information Services.

6.2 These terms set out the entire agreement and understanding between you and us in connection with its subject matter. In particular, but without limitation to the generality of the foregoing, you warrant and represent that in entering into these terms you have not relied upon any statement of fact or opinion made by us or our officers, servants or agents which has not been included expressly in these terms.

6.3 If any provision of these terms is or becomes invalid or unenforceable it will be severed from the rest of these terms so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of these terms shall be rendered invalid, unenforceable or be otherwise affected.

6.4 In these terms: (a) the headings are inserted for convenience only and shall not affect their construction or interpretation; (b) unless the context requires otherwise, words importing the singular shall include the plural and vice versa; and (c) unless the context requires otherwise, references to any person include references to any human being, company, body corporate, association, joint venture, partnership, trust and any entity capable of suing and being sued.

6.5 These terms shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English Courts.

DOW JONES TERMS AND CONDITIONS

The terms set out in this End User Agreement ("EUA") apply to the Dow Jones Data, which shall be considered as Data for the purpose of the agreement between the Customer and SmartCredit (the "Agreement"). Unless otherwise defined in EUA, any defined terms shall have the meanings given in the Agreement.

In this EUA, the following terms shall have the following meanings:

"Dow Jones Data" means personal data (full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by Dow Jones on data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity:

"Dow Jones" means Factiva Limited, a company incorporated in England and Wales under number 3773253 and with registered address at 3 Thomas More Square, London, E98 1XY, United Kingdom, acting on behalf of Dow Jones & Company, Inc. and any of its affiliated companies; and

"Permitted User" means an individual authorised to access and use the Dow Jones Data and who is either: (a) an individual employee of the Customer; (b) an individual performing the functions of an employee on a temporary basis, independent contractor or consultant, in each case who is performing work for the Customer; provided that the Customer: (i) assumes full responsibility and liability for the acts and omissions of all Permitted Users, as if such acts and omissions were committed or made by the Customer; and (ii) ensure that all Permitted Users use the passwords (provided by the Customer) only on a dedicated basis for the Customer.

1 LICENCE

1.1 SmartCredit will supply the Dow Jones Data to the Customer from the Start Date for the Dow Jones Data set out in the Customer Agreement and grants to the Customer a non-exclusive, non-transferable, non-sub licensable, non-assignable licence to use the Dow Jones Data subject to the terms and conditions of the Agreement and this EUA.

1.2 The Dow Jones Data contains information derived from publicly available sources, and will be regularly up-dated by SmartCredit as updates are received from Dow Jones. Dow Jones retains control and ownership of the form and content of the Dow Jones Data, and although Dow Jones may alter the Dow Jones Data from time to time, its fundamental nature will not be changed. The Customer and Permitted Users will not, under the Agreement and this EUA acquire any ownership rights in the Dow Jones Data.

2 TERMS OF USE

2.1 The Customer and Permitted User shall use the Dow Jones Data in strict compliance with applicable laws and regulations within the jurisdictions in which it accesses and uses the Dow Jones Data. The Customer shall ensure that the Dow Jones Data shall only: (a) be accessed by Permitted Users; and (b) be used for the legitimate interests of the Customer and particularly for the purposes of assisting in complying with legal duties and regulations which apply to the Customer such as due diligence, anti-money laundering, "know your customer" compliance or similar regulatory screening obligations.

2.2 Except to the extent permitted or required for the Customer's permitted use under section 2.1, the Customer and/or Permitted Users shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Dow Jones Data to any third party, nor make the Dow Jones Data available for any such use; or (b) create or store in electronic form any library or archive of the Dow Jones Data save that, and notwithstanding anything to the contrary, the Customer shall be entitled to retain copies of the Dow Jones Data necessary for archival, regulatory and/or compliance purposes. The Customer's right to retain such copies as set forth above shall survive termination/expiration of this EUA provided that it no longer actively uses the Dow Jones Data.

2.3 The parties agree that upon termination of the provision of the Dow Jones Data and unless otherwise provided by subject applicable legal or regulatory restrictions, the Customer shall return or destroy all Dow Jones Data together with any copies, and certify in writing to SmartCredit the completion of this process. In the case where the Customer is required by law or regulation to keep copies of some of the Dow Jones Data, the Customer guarantees the confidentiality of the Dow Jones Data and will not use the Dow Jones Data for any other purpose.

3 DATA PROTECTION PRINCIPLES

3.1 The Customer shall comply with all applicable laws and regulations within the jurisdictions, in which the Customer processes the Dow Jones Data, and the Data Processing Principles set out below. The Customer acknowledges that an individual who is included in the Dow Jones Data (an "Individual") can enforce in his/her country of establishment this provision against the Customer with respect to its personal data. Any person acting under the authority of the Customer, including a data processor shall be obligated to process the Dow Jones Data only on instructions from the Customer and on terms no less stringent than those set out in the Data Processing Principles below.

3.2 Upon reasonable request of SmartCredit the Customer will submit its data processing facilities, data files and documentation needed for processing to review, audit and/or certification by SmartCredit (or any independent or impartial inspection agents or auditors, selected by SmartCredit and not unreasonably objected to by the Customer) to ascertain compliance with the warranties and undertakings in this EUA, with reasonable notice and during regular business hours. Such request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Customer, which consent or approval the Customer will attempt to obtain in a timely fashion.

4 WARRANTIES

SmartCredit shall make reasonable efforts to ensure that the Dow Jones Data is up to date. While SmartCredit will use its reasonable efforts to ensure that the Dow Jones Data is complete, SmartCredit cannot warrant that the Dow Jones Data includes a complete or accurate archive of every public figure or their associates in each country. Except as specified in this EUA all express or implied representations, warranties, conditions and undertakings in relation to the provision of the Dow Jones Data are excluded.

5 CUSTOMER INFORMATION

Please note that SmartCredit will report to Dow Jones the name of the Customer and the number of name queries screened against the Dow Jones Data, but not its nature. This information will only be used by Dow Jones to: (a) follow market trends and allocate its resources (e.g. technical or human) accordingly; and (b) verify the relevant usage of the Dow Jones Data and the payments due and payable to Dow Jones in this respect. Dow Jones shall not disclose such information to any third party, other than to members of its group companies, or use them for any other purpose whatsoever and will treat this information as Confidential Information.

DOW JONES DATA PROTECTION PRINCIPLES

1 PURPOSE LIMITATION:

Dow Jones Data may be processed and subsequently used or further communicated only for the following purposes: (a) assisting in complying with legal duties and regulations which apply to the Customer; (b) performing a statutory role as a Governmental organisation; or (c) performing law enforcement duties. If the Customer is processing sensitive data, as defined by the European Directive 95/46/EC ("Sensitive Data"), it shall only process it for the purpose of preventing of fraud or a similar crime (the "Purposes").

2 DATA QUALITY AND PROPORTIONALITY:

Dow Jones Data must be accurate and, where necessary, kept up to date. The Dow Jones Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3 TRANSPARENCY:

Individuals must be provided with information necessary to ensure fair processing (such as information about the purposes for processing and about the transfer), unless such information has already been given by SmartCredit.

4 SECURITY AND CONFIDENTIALITY:

Technical and organisational security measures must be taken by the Customer that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. This obligation shall not apply where the Customer is accessing services via the hosted solutions of SmartCredit.

5 RIGHTS OF ACCESS, RECTIFICATION, DELETION AND OBJECTION:

An Individual must, whether directly or via a third party, be provided with the Dow Jones Data about him/her that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or have been dismissed by the relevant data protection authorities, or when doing so would be likely to seriously harm the interests of the Customer or other organisations dealing with the Customer and such interests are not overridden by the interests for fundamental rights and freedoms of the Individual. The sources of the Dow Jones Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the Individual would be violated. An Individual must be able to have the Dow Jones Data about him/her rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, SmartCredit or the Customer may require further justifications before proceeding to rectification, amendment or deletion.

Notification of any rectification, amendment or deletion to third parties to whom the Dow Jones Data has been disclosed need not be made when this involves a disproportionate effort. The burden of proof for any refusal rests on the Customer or SmartCredit, and the Individual may always challenge a refusal before the relevant data protection authorities.

6 SENSITIVE DATA:

The Customer shall take such additional measures (e.g. relating to security) as are necessary to protect such Sensitive Data in accordance with its obligations under the Agreement or this EUA.

7 AUTOMATED DECISIONS:

For purposes hereof "automated decision" shall mean a decision by SmartCredit or the Customer which produces legal effects concerning an Individual or significantly affects an Individual and which is based solely on automated processing of Dow Jones Data intended to evaluate certain personal aspects relating to him/her, such as his/her performance at work, creditworthiness, reliability, conduct, etc. The Customer shall not make any automated decisions concerning Individuals, except when: (a) (i) such decisions are made by the Customer in entering into or performing a contract with the Individual, and (ii) the Individual is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or (b) where otherwise provided by applicable laws or regulations.