

## SPECIAL TERMS RELATING TO CALLCREDIT SERVICES

**These Special Terms apply if your Order Form shows that Callcredit Services have been selected.**

Callcredit Services are provided by Callcredit. We are authorised (as Callcredit's Agent) by Callcredit to enter into agreements on their behalf in relation to Callcredit Services. The following terms will (in accordance with clause 2.1 below) constitute a binding contract between you (the Client) and Callcredit and will be directly enforceable by Callcredit.

### 1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to these Special Terms:

"API" means (where applicable) the application processing interface used to access Callcredit's online services.

"Callcredit" means Callcredit Limited (registered in England and Wales under company number 03961870) whose registered office is at One Park Lane, Leeds, LS3 1EP.

"Callcredit's Agent" means Thomson Reuters (Professional) UK Limited (registered in England and Wales under company number 01679046) whose registered office is at Vintner's Place, 68 Upper Thames Street, London, EC4V 3BJ.

"Callcredit Information Group" means Callcredit Information Group Limited (registered in England and Wales under company number 4968328) and its subsidiaries from time to time, including Callcredit.

"Callcredit Services" means Callcredit's CallID Standard services including the provision of the Output (to the extent available on Callcredit's databases) and, where appropriate, Software and Documentation by Callcredit to the Client including, where agreed between the parties, access to Callcredit's Websites.

"Callcredit's Websites" means all and any Internet websites operated by Callcredit from time to time.

"Client" means the person or organisation that is applying to take the Callcredit Services by agreeing to these terms and conditions

"Client Group Company" means any undertaking which is the Client's parent undertaking or its subsidiary undertaking or a subsidiary undertaking of any such parent undertaking from time to time (where "undertaking", "parent undertaking" and "subsidiary undertaking" have the meanings given to them by sections 1161 and 1162 of the Companies Act 2006).

"Client Materials" means all Client data and materials made available to Callcredit pursuant to this agreement by (or on behalf of) the Client, including the Input.

"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 the Client's obligations, the term Confidential Information shall be deemed to include the Output, the Software and the Documentation.

"Documentation" means all user guides provided by Callcredit to the Client in respect of the Callcredit Services.

"DPA" means the Data Protection Act 1998.

"European Economic Area" comprises the 27 European Union Member States plus Iceland, Liechtenstein and Norway.

"Input" means all data made available to Callcredit pursuant to this agreement including data input onto Callcredit's databases by (or on behalf of) the Client to enable provision of Callcredit Services.

"Order Form" means the Order Form supplied by Callcredit's Agent and signed by the Client for the receipt of Callcredit Services.

"Output" means all data, scores, reports, documents and other output and information provided by Callcredit as part of Callcredit Services.

"Permitted Purpose" means to verify the identification of individuals or to provide address and residency confirmation for the Client's internal business purposes only.

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

"Software" means all software utilised by or made available by Callcredit in connection with Callcredit Services.

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

1.2 The headings in this agreement are for convenience only and do not affect its meaning or construction.

1.3 Any reference to a statute or statutory provision includes a reference to any modification or re-enactment of it from time to time.

1.4 References to clauses are to the clauses to this agreement.

1.5 References to any gender includes any other gender and the singular includes the plural and vice versa.

1.6 Any occurrence of the word "including", "include" or "includes" shall be deemed to be followed by "without limitation" unless the context requires otherwise.

### 2 DURATION

2.1 This agreement shall be deemed to have commenced on the date that the Client

signs the Order Form or (if earlier) on the Service Start Date and (subject to earlier termination in accordance with its terms) shall continue for the duration agreed between Callcredit's Agent and the Client.

### 3 SUPPLY OF CALLCREDIT SERVICES

3.1 Callcredit warrants that it shall use reasonable care and skill in the provision of Callcredit Services.

3.2 Due to the fact that Callcredit Services are generic in nature and are provided as part of Callcredit's standard service offering, it may be necessary, from time to time, for Callcredit to change the form and content of Callcredit Services and/or upgrade or modify any of the methods used to access Callcredit Services. In such circumstances, Callcredit shall use reasonable endeavours that would be expected of a reputable business in the credit reference industry to give the Client not less than two months' prior notice of any proposed material 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 Callcredit (including computer hardware, software and communications equipment) to obtain access to Callcredit Services.

3.4 For API deliveries, Callcredit supports the current version of the API plus one previous version only. The Client must operate a supported API version. All new versions must be implemented by the Client within six months of release by Callcredit.

### 4 SOFTWARE AND DOCUMENTATION

4.1 Where Software and Documentation are made available to the Client pursuant to this agreement, Callcredit 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 Callcredit Services.

4.2 Subject to clause 12.5.2, the Client may make such number of copies of the Software and Documentation made available to it under clause 4.1 as are necessary to receive Callcredit Services, together with one copy of each for back-up and security purposes.

### 5 USE OF CALLCREDIT SERVICES

5.1 Callcredit licenses the Client to use Callcredit Services with effect from the Service Start Date and for the duration of this agreement for the Permitted Purpose only. The Client shall not use Callcredit Services for any other purposes whatsoever.

5.2 The Client shall not sell, transfer, distribute, lease, charge or otherwise make Callcredit Services (including the Output) available to, or use the same on behalf of, any third party. For the avoidance of doubt and without limiting the generality of the foregoing, Callcredit Services may not be used by the Client to provide a business to business or business to consumer service.

5.3 Where the Client accesses Callcredit Services via a third party integrator appointed by the Client, the Client acknowledges that the third party integrator is responsible for ensuring that Callcredit Services are not affected by the fact that Callcredit Services are utilised via the third party integrator and that Callcredit cannot be responsible for any defects or delay in Callcredit Services as a result of Callcredit Services being accessed via the third party integrator rather than being accessed direct from Callcredit.

### 6 OWNERSHIP

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

6.3 The Client grants to Callcredit a non-transferable, non-exclusive licence to use and copy the Client Materials to enable Callcredit to provide Callcredit Services and to carry out its obligations under this agreement.

### 7 COMPLIANCE WITH LAWS

7.1 Callcredit 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 the DPA and the Regulations (as defined below).

7.2 The Client acknowledges that the supply of Callcredit Services by Callcredit and 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 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 Callcredit may cease providing the whole or part of Callcredit Services if necessary in order to enable Callcredit to comply with the Regulations in which case Callcredit shall not be deemed to be in breach of this agreement by reason of such cessation.

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 Callcredit Services as may be required by any regulator of the Client from time to time. Callcredit is not responsible for retaining such information.

## 8 SECURITY, SET UP AND ADMINISTRATION

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

8.2 The Client shall comply with all of Callcredit's reasonable security rules and regulations in place from time to time in respect of access to Callcredit Services including those relating to restrictions on password use.

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

8.4 The Client shall not carry out any linking of pages of any Callcredit Website nor shall it incorporate any part of Callcredit's Websites as part of the Client's own website or that of any other party.

8.5 The Client agrees that it shall not (and it shall not engage any third party to) carry out any form of vulnerability assessment, penetration testing or load testing in respect of Callcredit Services or any of Callcredit's Websites.

8.6 The Client is responsible for set up and administration of organisational structures, user IDs and passwords in relation to its use of the Callcredit Services.

## 9 CONFIDENTIALITY

9.1 Without prejudice to the provisions of clause 8 and subject to clause 9.3, 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 to the extent that:

9.3.1 it 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 the receiving party can show it 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 it 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 it 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 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; or

9.3.5 provision of Callcredit Services requires Callcredit to make the Confidential Information available to sub-contractors or third party data suppliers who are subject to similar obligations of confidentiality; or

9.3.6 disclosure of the Confidential Information to third parties by the receiving party is permitted under the terms of this agreement or has been authorised in writing by the disclosing party.

## 10 LIABILITY

10.1 The Client acknowledges and agrees that (i) the data comprised within Callcredit Services is based on information provided to Callcredit by third parties over whom Callcredit has no control; and (ii) where the Output or information is transferred over the Internet it may be subject to interference by third parties. Therefore, Callcredit can give no warranties as to the accuracy of the Output.

10.2 Callcredit 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 (within the scope of the Permitted Purpose) and Callcredit recommends that the Client does not use Callcredit Services as the sole basis for any business decision.

10.3 The Client acknowledges that where any Callcredit Website contains a link to a third party website, Callcredit is not liable for the nature or content of that other website nor for the accuracy of the material contained within that other website as such websites are outside of Callcredit's control.

10.4 Callcredit 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 Callcredit had notice of the possibility of such loss.

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

10.6 Callcredit's entire aggregate liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any Year (whether arising in contract, tort (including negligence) or otherwise) shall not exceed an amount

equal to (i) the sums received by or due to Callcredit from the Client under this agreement during that Year or (ii) £5,000, whichever is the greater.

10.7 Notwithstanding any other term of this agreement, Callcredit does not limit or exclude liability for fraudulent misrepresentation or for death or personal injury arising from its negligence.

10.8 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.

10.9 The Client acknowledges that Callcredit Services may contain test data entries, details of which are available from Callcredit upon request. Callcredit excludes all liability that may arise from the granting of credit or the taking of other decisions in respect of individuals on the basis of test data entries.

## 11 PAYMENT AND COSTS

11.1 Except to the extent as otherwise specified under this clause 10.1, the Client will pay Callcredit's charges for Callcredit Services in place from time to time to Callcredit's Agent which fees will be specified by Callcredit's Agent. Payments made to Callcredit's Agent pursuant to this agreement shall be deemed to have been made to Callcredit. The Client shall also reimburse Callcredit for those reasonable expenses incurred during performance of Callcredit Services by Callcredit's employees and consultants in accordance with Callcredit's expenses policy in place from time to time. Invoices in respect of expenses shall be raised directly by Callcredit and shall be payable directly to Callcredit (rather than via Callcredit's Agent).

11.2 All invoices shall be raised monthly in arrears. All sums due must be paid within 30 days of the date of the relevant invoice, unless otherwise agreed between Callcredit's Agent and the Client in respect of search fee sums.

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

11.4 Callcredit may increase the charges 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 Callcredit's charges, whichever is the later. If that index ceases to be published then Callcredit and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).

11.5 If the Client merges or consolidates with, acquires or is acquired by another organisation or individual(s) (including, in either case, an acquisition of assets) or enters into an agreement that contemplates such action after the date of this agreement (an "Extension Event"), the charges referred to under clause 11.1 shall not apply to the extended or additional part of this Client or other Client Group Company (the "Extended Group"). To the extent that the Extended Group is permitted to use Callcredit Services pursuant to this agreement, the charges applicable to the Extended Group shall be Callcredit's standard charges in place from time to time for Callcredit Services unless otherwise agreed between Callcredit and the Client.

## 12 SUSPENSION & TERMINATION

12.1 If the Client breaches any of its obligations under this agreement, Callcredit shall be entitled to suspend Callcredit Services immediately. For the avoidance of doubt, suspension of Callcredit Services pursuant to this clause 12.1 shall not affect the Client's obligations under clause 11.

12.2 Callcredit may also suspend Callcredit 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 Callcredit Services are breached in any way.

12.3 Either Callcredit or the Client may terminate this agreement immediately on notice if:

12.3.1 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; or

12.3.2 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

12.3.3 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

12.3.4 the other is dissolved or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986.

12.4 Callcredit may suspend Callcredit Services and/or terminate this agreement at any time if Callcredit's contract with Callcredit's Agent terminates for any reason whatsoever.

12.5 On termination of this agreement for whatever reason, the Client shall (subject to clause 12.6):

12.5.1 immediately cease using Callcredit Services; and

12.5.2 return to Callcredit all assets which Callcredit has provided for the purposes of this agreement including the Software and the Documentation and any other materials provided by Callcredit relating to Callcredit Services (and all copies thereof); and

12.5.3 provide Callcredit with a certificate of compliance with the provisions of this clause 11.5 signed by a duly authorised officer.

12.6 Each party acknowledges that, due to the nature of their respective operations, each party has a standard data archiving policy which includes the creation and retention of backup copies of data and other information ("Retained Data") held on its computer systems for legal, regulatory compliance, IT restoration and disaster recovery purposes only. Each party therefore agrees that the Retained Data held by the other party shall not be subject to an obligation to be returned or deleted, whether at the point of termination or expiry or otherwise. For the avoidance of doubt:

- 12.6.1 to the extent that the Retained Data contains data and other information supplied to one party by the other party, it shall remain subject to the other terms of this agreement as may be applicable; and
- 12.6.2 to the extent that the Retained Data contains Output or information derived from it, such data may not be used by the Client for live operational purposes after the date of termination of this agreement.
- 12.7 Callcredit carries out a due diligence process in respect of new clients, which may include checks in respect of credit rating, security and DPA compliance. The Client agrees that Callcredit may, as a result of such process (i) terminate this agreement immediately on notice at any time during the 30 day period immediately following the Service Start Date; and (ii) request that Callcredit's Agent refunds to the Client any charges already paid to Callcredit's Agent in respect of Callcredit Services that have not yet been performed. This right of termination shall be without prejudice to Callcredit's other rights under this agreement.
- 12.8 Callcredit may terminate provision of any element of Callcredit Services (and the corresponding elements of the Output) immediately on notice in the event that Callcredit or its licensor ceases, for any reason, to have the right to make such Callcredit Services and/or Output available. Callcredit shall not be deemed to be in breach of this agreement and shall not have any liability to the Client in respect of such termination. In such circumstances, the parties agree to enter into good faith negotiations with a view to agreeing:
- 12.8.1 a pro rata refund of any charges paid in advance for the terminated Callcredit Services in respect of any period after the date of such termination to the extent that such Callcredit Services have not yet been performed; and
- 12.8.2 an appropriate variation to the terms of this agreement for the provision of the unaffected Callcredit Services.
- 12.9 On termination or expiry of this agreement for any reason, any terms of this agreement that either expressly or by their nature extend beyond the agreement's termination remain in full force and effect. Without limiting the preceding sentence, the provisions of clauses 1, 5, 6, 7, 8, 9, 10, 11, 12 and clauses 17 to 23 (inclusive) shall continue after termination or expiry of this agreement.
- 13 AUDIT OF BOTH PARTIES**
- 13.1 Callcredit agrees that, subject to Callcredit being given reasonable prior written notice, it shall permit the Client and its authorised independent auditors to have reasonable access during Callcredit's normal business hours to Callcredit's relevant premises and relevant operations for the sole purpose of ensuring that Callcredit 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 Callcredit 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 any 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 any of the following: act of God, governmental act, war, fire, flood, explosion, 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 the same extent as if it had carried out the work itself.
- 16.2 The Client shall not assign, transfer, charge or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of Callcredit (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**
- These terms and conditions set out the entire agreement between the parties and supersede 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.
- 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 NOTICES**
- All notices, requests, consents and authorisations made pursuant to this agreement must be in writing and must, where Callcredit is the recipient, be sent to its registered office 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 trading address as specified in the Order Form (or such other trading address as is notified to Callcredit 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 on the first business hour (of the recipient) following transmission.
- 22 GOVERNING LAW AND JURISDICTION**
- 22.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this agreement or of any term of this agreement or of any non-contractual obligation undertaken or incurred in connection with this agreement (including those arising out of pre-contractual dealings) will be governed by the laws of England.
- 22.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this agreement or its formation, existence, construction, performance or validity or of any non-contractual obligation undertaken or incurred in connection with this agreement (including those arising out of pre-contractual dealings) and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.
- 22.3 The rights and remedies provided in this agreement are cumulative and (except as otherwise stated) are not exclusive of any rights or remedies provided by law.
- 23 THIRD PARTY RIGHTS**
- 23.1 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 23.2 Notwithstanding that any term of this agreement may be or become enforceable by a person who is not a party to it, any of the terms of this agreement may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any such third party.