

EQUIFAX TERMS AND CONDITIONS OF USE (Version 5 June 2007)

Your use of this Website is subject to these Terms, the terms set out in your Customer Agreement and to our [Privacy Policy](#) (together the "Agreement"). You should read these Terms and the Privacy Policy, which explain our terms of business and what we may do with information provided by you through your use of this Site.

CONDITIONS OF USE

- 1.1 We grant to you, subject to this Agreement, a non-exclusive, non-assignable licence to access and use the Services, Credit Communities Service, and Data in accordance with these Terms.
- 1.2 Your Service type, e.g. Explorer, Portfolio, etc., will be specified in the Customer Agreement.
- 1.3 This Agreement will continue for at least the Initial Term specified in the Customer Agreement until terminated under clause 7 or by either of us giving Notice to the other to expire on or after the end of the Initial Term.
- 1.4 You may only use the Services and the Data for your own business purposes, for the purposes specified in the Customer Agreement and in accordance with all Applicable Regulations.
- 1.5 We or our licensors own the Intellectual Property Rights in the Website and the Data. You may only use the Website in order to access and use the Data for the purposes permitted under the Customer Agreement and these Terms. The contents of the Website may not be reproduced, disclosed, distributed or transferred to any person in any manner without our permission. Any copy of any part of the Website that you make must retain any copyright notice shown on the original. You may not display the contents of the Website or any Data in a frame surrounded by other material not originated by us or otherwise commercially exploit the Website in any way.
- 1.6 The 'Equifax' trademark is owned by us. Other product and company names appearing on the Website or in Data may be the trade marks or registered trade marks of their respective owners and should not be reproduced or copied without the owner's permission.
- 1.7 You must keep any user identification issued by us and your account codes and passwords confidential. You are responsible for and accept liability for any use of the Website by you or anyone else using your user identification or password.
- 1.8 You will keep all Data secure and confidential and will not disclose, transfer, distribute or re-sell the Data or any part thereof except to a Group Company and you will be responsible for ensuring that any such Group Company complies with these Terms.
- 1.9 We may from time to time on reasonable notice upgrade or modify the mode of access to the Services and/ or change the form and content of the Services and, if we reasonably consider it necessary as a result of any change in Applicable Regulations, we may cease to supply all or part of the Data.
- 1.10 The provisions of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to this agreement if you are using the Site in the course of your business.

2. PRICE AND PAYMENT

- 2.1 You will pay us for your use of the Services at the times, in the manner and at the prices specified in the Customer Agreement or as otherwise agreed. VAT will be payable in addition to the amount specified. Prices may be varied on Notice. Invoices are payable within 30 days of the date of invoice unless otherwise specified on the Customer Agreement.

3. DATA PROTECTION AND PERSONAL DATA

3.1 Before using any Service (other than a search under Section 29 of the Data Protection Act 1998) to obtain Personal Data, you must first obtain the consent of that person and, where the use of the Service relates to a consumer credit application or agreement, notify him or her in writing that the information which he or she gives to you:

- (a) may be disclosed to a credit reference, or fraud prevention agency, which may keep a record of that information; and
- (b) that we may disclose that information, and the fact that a credit search was made, to our other customers for the purposes of assessing the risk of giving credit, for account management (excluding any marketing of new or existing customers), to trace debtors and for the prevention of fraud and money laundering.

You will, on request, give us a copy, or transcript, of the notification that you use.

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

3.3 You may only use the search type or types and type codes that we specify and which we may change from time to time on reasonable notice.

3.4 In your use of the Services and the Data, you will comply with all Applicable Regulations. In particular, but without limitation, you will ensure that:

3.4.1 any use by you of data from the full electoral roll is for a purpose permitted under regulation 114 of the *Representation of the People (England and Wales) Regulations 2001*; and

3.4.2 you process Personal Data in accordance with the Third Party Data Business Requirements Specification (a copy of which we will supply to you on request).

3.5 If you use the 'Locate' Service, you will comply with the Locate rules.

3.6 You will indemnify us against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises in connection with your breach of this clause.

3.7 Any Data containing Personal Data must be destroyed when it is no longer necessary for you to retain it.

3.8 You shall allow us, on reasonable notice and within normal business hours and not more than once in each quarter, and without creating any duty to warn or similar duty to you, to audit your compliance with the provisions of this clause 3. We may request from you any information to audit your compliance with provisions of this clause 3 and you shall provide to us any such information on receipt of our written request.

4. CREDIT COMMUNITIES AND US CREDIT REPORTS

4.1 CREDIT COMMUNITIES

4.1.1 This clause applies to your use of Equifax's Credit Communities Service and membership of the Credit Communities shared information network. Credit Communities enables the sharing of certain business information by Credit Communities subscribers ("Subscribers") on a database that is managed by us on the Website. You and other Subscribers may supply Credit Communities Data to the Credit Communities shared information network and may access business information in accordance with these Terms.

4.1.2 YOUR ROLE

- (i) You shall supply the Credit Communities Data in accordance with the instructions contained in the user guide and you will do all things necessary to remain a Subscriber as indicated in the user guide.
- (ii) You grant to us, a perpetual, non-exclusive, royalty free licence to use the Credit Communities Data for the purpose of displaying to Subscribers the business information from time to time.
- (iii) You will do all you reasonably can to ensure that the Credit Communities Data is accurate and not misleading (which includes requiring it to be up-to-date). If, at any time, you have reason to believe that you have, or may have, contributed inaccurate or misleading information to the Website, you shall immediately correct the Credit Communities Data. You shall, at your own expense, do all things we may reasonably request to correct the Credit Communities Data on the Website.

4.1.3 We may amend, delete or remove from the Website the business information and Credit Communities Data, or any part of it at our sole discretion.

4.1.4 You will not put anything libellous etc. on the Website nor use the Services to transmit offensive or abusive material or material of an obscene or menacing character or in breach of copyright or other intellectual property right.

4.1.5 You will not place any opinions nor personal information about any individual on any part of the Website.

4.2 US CREDIT REPORTS

4.2.1 This clause applies to your access to US Credit Reports and you should read it before using this service.

4.2.2 You may only use the US Credit Reports to (i) enquire about your US Business Applicants for the purposes of assessing the creditworthiness of such US Business Applicant; or (ii) to conduct a review of any existing US Business Customer's account to determine if such US Business Customer continues to meet the terms of the existing account or credit relationship. You may not use the US Credit Reports for marketing purposes of any kind.

4.2.3 You may only use the US Credit Reports if the US Business Customer or US Business Applicant is not a Prohibited Party.

4.2.4 You represent that:

- (i) you are not a Prohibited Party; and
- (ii) that your US Business Customer, and is not a consumer applying for a financial product or service from you that is to be used primarily for personal, family or household purposes.

4.2.5 Under this Agreement, you shall only be allowed access up to 500 US Credit Reports during any calendar year. If you require in excess of 500 US Credit Reports during any calendar year, you must become a member of the Small Business Exchange ("**SBX**"), including contributing data to the SBX.

5. INTELLECTUAL PROPERTY

5.1 No Intellectual Property Rights in the Services, the Data or the content of the Site are transferred or licensed to you except the right to use the Data for the purposes specified in the Customer Agreement.

5.2 We will indemnify you against any liability (including reasonable costs) that you may incur in respect of your use of the Services (in accordance with these Terms) that infringes any Intellectual Property Right of a third party in the United Kingdom

provided that you: (a) promptly notify us of such claim; (b) give us the sole conduct of the defence and settlement of such claim and at no time admit liability without our prior written consent (which will not be unreasonably withheld); and (c) act in accordance with our reasonable instructions and give us any assistance that we may reasonably require to defend or settle the claim.

- 5.3 If your use of the Services in accordance with these Terms infringes any Intellectual Property Right of a third party in the United Kingdom, we may procure a right for you to continue to use the Services or modify or replace the Services so as to avoid the infringement provided that the performance of Services, as modified or replaced, is not materially adversely affected. If, having used our reasonable endeavours, this has not been achieved, we may terminate your use of the Services immediately and, except as set out in clause 5.2, we will have no liability to you.

6. WARRANTIES

- 6.1 You warrant to us that:

- (i) the information provided by you in registering for use of the Website is in all respects accurate and up to date and that you will immediately notify us of any changes as soon as they occur;
- (ii) only authorised employees or agents will be given customer identification numbers and access passwords to the Website; and
- (iii) you are acting for the purposes of a business and not as a consumer.

- 6.2 We will use reasonable care and skill in providing the Services to you.

7. SUSPENSION OR TERMINATION

We may suspend or terminate your use of the Services if:

- (i) you fail to pay for the Services on the due date;
- (ii) your response to any request by us does not satisfy us that your use and possession of the Data is in compliance with all Applicable Regulations, or the Third Party Data Business Requirements Specification;
- (iii) you commit a material breach of these Terms which, if capable of remedy, is not remedied within 15 days of us giving you notice of the breach and requiring its remedy; or
- (iv) you are adjudicated bankrupt, convene a meeting of creditors; a proposal is made in relation to you for a voluntary arrangement under Part 1 of the Insolvency Act 1986, a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) your creditors; you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of your assets or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of you or for the making of an administration order in relation to you (otherwise than for the purpose of an amalgamation or reconstruction).

8. LIABILITY

- 8.1 **We give no warranty that your use of the Services will be uninterrupted or error-free and, in particular, because most of the Data is provided to us by third parties, we will not be liable for any loss or damage arising from any inaccuracies, faults or omissions in or in the provision of the Data unless caused by our negligence or wilful default.**

- 8.2 **Our entire liability in respect of any single cause of action arising out of or in connection with your use of the Data (whether for breach of contract, in**

negligence or any other tort, under statute or otherwise at all) will be limited, to the extent that the cause of action relates to the Data, at our option, to: (i) supplying the relevant Data again; or (ii) repaying to you the amount you paid in respect of the relevant Data.

- 8.3 Our total liability in any period of 12 months in relation to your use of the Services and/or the Data will be limited to the total amount paid to us by you in respect of your use of Services in the 12 month period immediately preceding the date on which the cause of action arose.
- 8.4 We will not be liable to you for any indirect or consequential loss or damage, or any loss of opportunity, business, profit, reputation or goodwill arising out of your use of the Services and/or the Data.
- 8.5 Nothing in this clause will limit or exclude our liability for fraud or for death or personal injury arising from our negligence.
- 8.6 We exclude any liability for the non-availability of this Site or any illegal action of a third party such as hacking or the introduction of any virus or contaminant or denial of service attack arising from circumstances beyond our reasonable control.
- 8.7 You will indemnify us against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises as a result of your use of the Services, the Data or in relation to the Credit Communities Data (if applicable), unless caused by our negligence.

9. GENERAL

- 9.1 If any part of the Terms is determined invalid, unlawful or unenforceable to any extent then such clause, condition or provision or part will be severed from the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.
- 9.2 We will give you Notice of any changes to these Terms by publishing a notification and the revised Terms on the Site. By continuing to use the Services thereafter you agree to be bound by any such changes.
- 9.3 These Terms and the Customer Agreement set out the entire agreement between you and us in connection with your use of the Services and the Data and supersede any representation and/or agreement previously made or entered into between us in that respect. Except as expressly set out in these Terms and the Customer Agreement, all conditions warranties and terms expressed or implied and whether statutory or otherwise are excluded to the extent permitted by law.
- 9.4 No cause of action will arise if the performance of the relevant obligation is prevented or delayed, or accrual of any liability on the part of either party is occasioned, as the case may be, by any event beyond the control of that party including any of the following: act of God, governmental act, war, fire, flood or other natural disaster, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.
- 9.5 You will not assign, sub-license or otherwise transfer your rights under these Terms.
- 9.6 You will keep the terms of your Customer Agreement confidential.
- 9.7 No person other than you or us has any right under the Contract (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- 9.8 These Terms and your use of the Services and the Data will be governed by and interpreted in accordance with English law and you submit to the jurisdiction of the English courts. However, we reserve the right to bring a claim against you in your jurisdiction.

10. DEFINITIONS AND INTERPRETATION

10.1 The following expressions have the following meanings:

“Applicable Regulations”	means the Consumer Credit Act 1974 & 2006, the Data Protection Act 1998, the Representation of the Peoples (England and Wales) Regulations 2001, rules made by the Steering Committee on Reciprocity, the Guide to Credit Scoring 2000, and any other applicable law, regulation or code;
“Credit Communities Service”	means information on businesses whether incorporated or unincorporated provided by Subscribers (including any copies) and includes Credit Communities Data supplied by you;
“Credit Communities Data”	means the data relating to your customers and businesses which you are required to supply in order to remain a Subscriber (as defined in clause 4.1);
“Customer Agreement”	means the electronic or paper form completed by you as part of your application to register as a user of the Services;
“Data”	means the data we provide to you in providing the Services specified in the Customer Agreement;
“Group Company”	means any subsidiary or holding company, or subsidiary of a holding company (as those terms are defined in the Companies Act 1985);
“Initial Term”	means the initial period of the agreement between us specified in the Customer Agreement;
“Intellectual Property Rights”	means all intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, topography rights, commercial or confidential information, know-how or trade secrets, and any other rights of a similar nature whether or not registered, and the right to apply for any of them;
“Notice”	means notice in writing (including email or notification on the Website) of not less than 30 days;
“Personal Data”	has the meaning given to it in the Data Protection Act 1998,
“Prohibited Party”	means an entity who is not a financial institution or institution that issues and/or opens credit cards, loans, leases or other similar financial accounts;

“Services”	means the provision of Data and the Credit Communities Service if applicable via this Website;
“Terms”	means these terms and conditions;
“US Credit Reports	means the US commercial credit reports that you order on a case by case basis via the Equifax Website as referred to in clause 5;
“US Business Applicant”	means in relation to your use of the US Credit Reports, (i) an applicant in the United States for an account or credit relationship with you who would, if accepted, fall within the class of persons designated as a US Business Customer, or (ii) an existing Business Customer who has applied for new or additional account or credit products or services with you;
“US Business Customer”	means in relation to your use of the US Credit Reports, a business customer of yours who operates business in the United States of America;
“Website” and/or “Site”	means the Equifax website maintained at www.uk.equifax.com (or such other URL as we may specify from time to time) ;
“you”	means the person who has registered to use the Website where a) he or she is a sole trader or, b) where he or she is an employee of a corporate body or partnership, both that person and his or her employer, in each case acting for business purposes and “your” will be construed accordingly;

- 10.2 In these Terms: a) The headings are for convenience only and will not affect its construction or interpretation; b) Unless the context requires otherwise, words importing the singular will include the plural and vice versa; c) Unless the context requires otherwise, references to any person will include references to any human being, company, body corporate, association, joint venture, partnership, trust and any entity capable of suing and being sued; d) A reference to any statute includes references to that statute as from time to time amended, consolidated or re-enacted and all rules, regulations, statutory instruments or orders made under it; and e) "Including" will be deemed to mean "including without limitation" and "includes" will be deemed to mean "includes without limitation".