
Equifax Terms of Business (Version 23 February 2017)

Your use of this Website is subject to these Terms, the documents referenced in these Terms, the terms set out in your Customer Agreement and our [Privacy Policy](#) (together the "**Agreement**").

1. Definitions and Interpretation

1.1 In these Terms, the following expressions have the following meanings:

"Applicable Regulations"

all laws, enactments, rules, regulations, orders, regulatory policies, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time, and in each case applicable to the activities of either party, including:

- (i) The Consumer Credit Acts 1974 and 2006;
- (ii) The Data Protection Act 1998 and The Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (iii) The Representation of the People (England and Wales) Regulations 2001 and The Representation of the People (England and Wales) (Amendment) Regulations 2002;
- (iv) The Financial Services and Markets Act 2000 and The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013;
- (v) The Financial Services and Markets Act 2000 (Money Laundering Regulations 2007);
- (vi) The Companies (Disclosure of Address) Regulations 2009;
- (vii) The Bribery Act 2010;
- (viii) Rules made by the Steering Committee on Reciprocity; and

(ix) The Guide to Credit Scoring 2000;

"Confidential Information"	the trade secrets or confidential or proprietary information of either party, but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of this Agreement or any other duty of confidentiality; (b) which, when it was first disclosed to the receiving party, was already known by the receiving party, and the receiving party, was at the time of disclosure free to disclose; or (c) which, after being disclosed to the receiving party by the disclosing party, was disclosed to the receiving party again by a third party at liberty to disclose it without restriction;
"Credit Communities Service"	means information on businesses whether incorporated or unincorporated provided by CC 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 CC Subscriber (as defined in clause 5 below);
"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 2006);
"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;
"Services"	means the provision of Data and the Credit Communities Service (if applicable) via this Website;
"Terms"	means these terms and conditions;
"Trade Data"	means the trade ledger data provided by you to us by way of a monthly file in an agreed secure format (default format: Secure FTP);
"Trade Data Services"	means the provision of Trade Data by us to you;
"Equifax", "we", "us" and "our"	means Equifax Limited, registered number 2425920, whose registered office is at 1 Angel Court, London, EC2R 7HJ;
"Website"	means the Equifax website maintained at www.uk.equifax.com (or such other URL as we may specify from time to time); and
"Customer", "you" and "your"	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.

1.2 In these Terms:

1.2.1 the headings are for convenience only and will not affect its construction or interpretation;

- 1.2.2 unless the context requires otherwise, words importing the singular will include the plural and vice versa;
- 1.2.3 unless the context requires otherwise, references to any person will include references to any natural or legal person;
- 1.2.4 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;
- 1.2.5 "including" will be deemed to mean "including without limitation" and "includes" will be deemed to mean "includes without limitation".

2. Conditions of Use

- 2.1 We grant to you, subject to and for the duration of this Agreement, a non-exclusive, revocable, non-transferable licence to access and use the Services, Credit Communities Service and Data in accordance with this Agreement.
- 2.2 Your Service type, e.g. Explorer, Portfolio, etc., will be specified in your Customer Agreement.
- 2.3 This Agreement will continue for at least the Initial Term specified in your Customer Agreement, unless terminated under clause 8 below. Either of us can give 12 months' Notice to expire on or after the end of the Initial Term.
- 2.4 You may only use the Services and the Data for your own business purposes as specified in the Customer Agreement.
- 2.5 You must only use the Data in accordance with all Applicable Regulations.
- 2.6 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. 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.
- 2.7 The 'Equifax' trade mark 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 must not be reproduced or copied without the owner's permission

- 2.8 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.
- 2.9 You shall at all times ensure that you maintain technical and organisational security measures and procedures to (i) ensure the security and confidentiality of the Data; (ii) protect against any threats or hazards to the security or integrity of the Data; (iii) protect against unauthorized access to or use of such Data; and (iv) dispose of the Data in a secure manner in accordance with best industry practice and in accordance with Equifax Security Requirements published by Equifax from time to time and which are hereby incorporated into this Agreement.
- 2.10 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.
- 2.11 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 or the terms on which we receive data from third parties, we may cease to supply all or part of the Data.
- 2.12 The provisions of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to this Agreement if you are using the Website in the course of your business.
- 2.13 If we supply you with Data sourced from third parties, you must comply with any relevant terms that may be applicable to such Data. Examples include:
 - 2.13.1 For the Royal Mail Redirect Check service, you must comply with the "End User Agreement: Licence Terms for Royal Mail Redirect Check". Please contact Equifax if you require access to this document.
 - 2.13.2 For the Royal Mail National Change of Address service you must comply with the "End User Licence". Please contact Equifax if you require access to this document.
 - 2.13.3 For the Equifax Directory Enquiry services which contains the British Telecommunications plc's OSIS database, you must comply with the "BT End-User Terms". Please contact Equifax if you require access to this document.

2.13.4 For use of the Watchlist Check service, you must comply with the “Dow Jones End User Agreement”. Please contact Equifax if you require access to this document.

3. Price and Payment

- 3.1 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 in writing. VAT will be payable in addition to the amount specified. Unless otherwise specified in the Customer Agreement, (i) prices may be varied on Notice, and (ii) all invoices are payable within 30 days of the date of invoice.
- 3.2 If you elect to make your payments to us by direct debit:
 - 3.2.1 we will collect the amounts due from your nominated bank account after the date of each invoice;
 - 3.2.2 if any direct debit fails, without prejudice to our rights to suspend and terminate this Agreement, we may continue to try to take payment;
 - 3.2.3 you must tell us promptly and in an event within 14 days of any changes to or cancellation of the direct debit; and
 - 3.2.4 if there is any delay in establishing direct debit instructions, any invoice which remains unpaid for 30 days must be paid by CHAPS pending the effective implementation of a direct debit instruction.
- 3.3 All charges shall be increased (on an upwards only basis) each year in line with the Retail Prices Index (all items excluding mortgage payments) as published by the Office for National Statistics (or by any successor body) or such index as may replace the Retail Prices Index if it is no longer published.
- 3.4 Purchase orders will not be required to be raised or referenced in any invoice submitted by us.
- 3.5 If you fail to pay any invoice within 30 days, except where we have failed to originate a direct debit request, we may charge interest on the overdue amount from the due date up to the date of actual payment, both before and after judgment, at the rate of 4% per annum above the base rate for the time being of The Bank of England. Interest shall accrue on a daily basis and be compounded quarterly.

3.6 Payment and payment history shall be used by us for the purposes of the Trade Data Service made available to Trade Data Subscribers in accordance with 5.2.

4. Data Protection and Personal Data

4.1 Before using any Service to obtain Personal Data (unless authorised under the Applicable Regulations) you must first obtain the consent of that person and, where the use of the Service relates to a consumer credit application or agreement, in particular notify him or her in writing that the information which he or she gives to you:

4.1.1 may be disclosed to a credit reference, or fraud prevention agency, which may keep a record of that information; and

4.1.2 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, to trace debtors and for the prevention of fraud and money laundering.

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

4.3 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 4.1 for the purposes referred to in that clause.

4.4 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. You are responsible for ensuring the correct search types are recorded.

4.5 We shall both, to the extent necessary in relation to the activities as contemplated by this Agreement, comply at all times with all Applicable Regulations and, in particular but without limitation, you will ensure that:

4.5.1 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

4.5.2 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).

4.6 If you use the 'Locate' Service, you will comply with the [Locate rules](#).

- 4.7 You must destroy all Data containing Personal Data as soon as it is no longer necessary for you to retain it.
- 4.8 You will indemnify us against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of:
 - 4.8.1 any claim by a third party which arises in connection with your use of the Services, the Data or in relation to the Credit Communities Data (if applicable); and
 - 4.8.2 any breach by you of this clause 4 or of clause 2.12.
- 4.9 You shall allow us, on reasonable notice and within normal business hours and not more than once in each quarter, to audit your compliance with the provisions of this Agreement relating to the permitted use, protection and destruction of Data. We may request from you any information to audit your compliance with the provisions of this clause 4 and you shall provide to us any such information on receipt of our written request.
- 4.10 As part of our credentialing process and future support provided to you, your data may be processed outside of the UK/EEA.

5. Credit Communities and Trade Data

- 5.1 This clause 5.1 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 ('CC Subscribers') on a database that is managed by us. You and other CC Subscribers may supply Credit Communities Data to the Credit Communities shared information network and may access business information in accordance with these Terms.
 - 5.1.1 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 CC Subscriber as indicated in the user guide.
 - 5.1.2 You grant to us, a perpetual, non-exclusive, royalty free licence to use the Credit Communities Data for the purpose of displaying to CC Subscribers the business information from time to time.

- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 You will not put anything libellous, defamatory, obscene or otherwise inappropriate on the Website, nor use the Services to transmit offensive or otherwise inappropriate material, or material in breach of copyright or other intellectual property rights.
- 5.1.6 You will not place any opinions nor personal information about any individual on any part of the Website.
- 5.2 This clause 5.2 applies to your use of Equifax's Trade Data Services through the use of Equifax Services memberships of Equifax's Trade Data network. Trade Data Service enables the provision of trade ledger information to Customers through on a database that is managed by us. You and other third parties may supply data to the trade data network and may access this business information in accordance with these Terms.
 - 5.2.1 You grant to us, a perpetual, non-exclusive, royalty free licence to use the Trade Data for the purpose of displaying to the same other Customers in connection with their use of the Trade Data Services from time to time.
 - 5.2.2 You will use your best endeavours to ensure that the Trade Data is accurate, not misleading and up-to-date at all times. If, at any time, you have reason to believe that you have, or may have, provided incorrect Trade Data you shall immediately correct it at your own expense and do all things that we may reasonably request to correct the Trade Data.
 - 5.2.3 We may amend, delete or remove from our Services and systems the Trade Data or any part of it at our sole discretion.

6. Intellectual Property Rights

- 6.1 No Intellectual Property Rights in the Services, the Data or the content of the Website are transferred or licensed to you except the right to use the Data for the purposes specified in the Customer Agreement.
- 6.2 Subject to your compliance with this Agreement, we will indemnify you against any liability (including reasonable costs) that you may incur in respect of your use of the Services 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.
- 6.3 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 6.2, we will have no liability to you.

7. Warranties

- 7.1 You warrant to us that:
 - 7.1.1 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;
 - 7.1.2 only authorised employees or agents will be given customer identification numbers and access passwords to the Website; and
 - 7.1.3 you are acting for the purposes of a business and not as a consumer.
- 7.2 We will use reasonable skill and care in providing the Services to you.

8. Suspension and Termination

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

- 8.1.1 you fail to pay for the Services on the due date;
- 8.1.2 we reasonably believe that your use or possession of Data is in breach of this Agreement, or our continued supply of Data to you poses a reputational risk to us;
- 8.1.3 your response to any request by us does not satisfy us that your use or possession of the Data is in compliance with all Applicable Regulations, the Third Party Data Business Requirements Specification or any applicable third party terms;
- 8.1.3 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;
- 8.1.4 you undergo a change of control to which we reasonably object; or
- 8.1.5 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).

9. Basis of Services and Liability

- 9.1 We give no warranty that your use of the Services will be uninterrupted or error-free.
- 9.2 You acknowledge and agree:
 - 9.2.1 that we receive data from a wide range of third parties in the public and private sectors that we do not control, in particular in relation to the accuracy, currency and completeness of the data we receive;
 - 9.2.1 that the volume and nature of the information in our databases makes it impracticable and prohibitively expensive for us to verify the accuracy, currency and completeness of such data; and

9.2.3 that, if we were to attempt to verify such data, we would only be able to supply the Services to you at significantly increased cost.

and accordingly:

9.2.4 that we do not give any warranty, nor make any representation, as to the accuracy, reliability or fitness for purpose of the Data;

9.2.5 that we provide the Data at a price that does not reflect any benefit you may obtain from them, including any profit you may make or the amount of any credit you may give; and

9.2.6 that, in recognition of the above, we shall not in any circumstances be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or in the provision of, the Services and Data except to the extent caused by our wilful default.

- 9.3 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.
- 9.4 Our total liability arising under or in connection with this Agreement in any period of 12 months is 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.
- 9.5 We will not be liable to you for any indirect or consequential loss or damage, or any loss of opportunity, business, profit, customers, reputation or goodwill arising out of your use of the Services or the Data.
- 9.6 Nothing in this clause will limit or exclude our liability for fraud or for death or personal injury arising from our negligence.
- 9.7 We exclude any liability for the non-availability of this Website 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.

- 9.8 Nothing in this Agreement limits or excludes any liability of either party for wilful default or the deliberate breach of this Agreement, fraud, death or personal injury arising from its negligence, or any other matter for which liability cannot by law be limited or excluded.
- 10. General**
- 10.1 If any part of this Agreement 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.
- 10.2 We will give you Notice of any changes to these Terms by publishing a notification and the revised Terms on the Website. By continuing to use the Services thereafter you agree to be bound by any such changes.
- 10.3 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.
- 10.4 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.
- 10.5 You will not assign, sub-license or otherwise transfer your rights under these Terms.
- 10.6 Neither party may disclose to any other person the contents of this Agreement or use or disclose any of the Confidential Information of the other except:
- 10.6.1 when required to do so by law or any regulatory authority; and
- 10.6.2 to its (or any of its parent companies) employees, contractors, directors, agents or advisers whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person is informed



of the obligations of confidentiality under this Agreement and complies with those obligations as if they were bound by them.

- 10.7 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.
- 10.8 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.