



Services Agreement

This Agreement is made between:

- (1) TransUnion International UK Limited (registered in England and Wales with company number 03961870) the registered office of which is at One Park Lane, Leeds, West Yorkshire, LS3 1EP ("TransUnion"); and
- (2) [CLIENT] (registered in England and Wales with company number []) the registered office of which is at [] (the "Client").

The Client wishes TransUnion to provide certain services to the Client and TransUnion wishes to provide such services. This Agreement sets out the parties' understanding as to the terms on which such services shall be provided. By signing this front page the parties agree to be bound by the terms of this Agreement.

- This Agreement comprises:
- this front page;
 - Primary Schedule;
 - Service Schedule ([insert relevant Service(s) being taken]);
 - Payment Schedule;
 - and the General Terms attached to it.

This Agreement shall be interpreted subject to (to the extent of any inconsistency, in descending order of precedence) any relevant Service Conditions contained within a Service Schedule, the Primary Schedule, the General Terms, any Notes in the Payment Schedule and any other part of the Schedules.

Signed for and on behalf
of TransUnion International UK Limited

Signed for and on behalf
of [CLIENT]

.....
Signature

.....
Signature

.....
Name of authorised signatory

.....
Name of authorised signatory

.....
Position

.....
Position

.....
Date

.....
Date

For TransUnion use only:
Version: 082



PRIMARY SCHEDULE

TRANSUNION INFORMATION

Full Name:	TransUnion International UK Limited
Company Number:	03961870
Registered Office Address:	One Park Lane, Leeds, West Yorkshire, LS3 1EP
Telephone Number:	0113 538 0016
E-Mail:	UKClientServiceDesk@transunion.com (for support and queries)

CLIENT INFORMATION

Full Client Name:	[REDACTED]
Company Number:	[REDACTED]
Registered Office Address:	[REDACTED]
Telephone Number:	[REDACTED]
E-Mail:	[REDACTED]

FREEDOM OF INFORMATION

These additional Service Conditions shall apply when the Client is (or is acting on behalf of) a Public Authority (as defined below).

- In respect of these Service Conditions, the following additional definitions apply:
 - "EIR" means the Environmental Information Regulations 2004 and/or the Environmental Information (Scotland) Regulations 2004 (as applicable);
 - "FoIA" means the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002 (as applicable);
 - "Public Authority" means (i) a public authority or a Scottish public authority as defined in section 3 of FoIA; or (ii) any other organisation otherwise subject to the requirements of FoIA or EIR.
- If the Client receives a request for information under FoIA or EIR which relates to the subject matter of this Agreement, including any of the Confidential Information or Output disclosed to the Client, the Client shall (and shall ensure that any agent or sub-contractor of the Client shall) use all reasonable endeavours to:
 - inform TransUnion that the request has been received and provide TransUnion with full details of the request as soon as practicable and in any event within three working days of its receipt; and
 - consult with TransUnion before any information is disclosed in response to the request, which shall include consultation as to the application of any exemptions to disclosure under FoIA or EIR and as to the content of any information to be disclosed.

DURATION

Unless otherwise agreed in respect of a particular Service Schedule, the duration of this Agreement for the purposes of clause 2 of the General Terms shall be set out in the G-Cloud Call Off Contract.

SERVICE SCHEDULE

TRANSUNION OPEN BANKING PARTNERED WITH BUD (ONLINE SERVICE)

Commented [MS1]: This Service Schedule contains all options - the Schedule will need to be tailored to reflect the particular options and permitted purposes applicable for the relevant client at Call-Off stage. Therefore, not all provisions in this Service Schedule will be applicable at the Call-Off stage.

1. DESCRIPTION OF THE SERVICES

In this Service Schedule, the Services shall comprise the following:

1.1 TransUnion Open Banking Partnered with Bud (Online Service);

1.2 TransUnion Open Banking Partnered with Bud elements:

- Assess via API
- Assess Dashboard
- Engage

1.3 The TransUnion Open Banking Partnered with Bud (Online Service) gives the Client access to Bud's connection service which allows an End User to go through the following steps ("Hosted End User Screen Flow"):

- be authenticated by Bud;
- consent to Bud accessing their End User Account Information via the OB APIs;
- be re-directed to the authentication and authorisation process of the chosen ASPSP;
- connect payment accounts they hold with an ASPSP via Open Banking;
- review the data that is returned via the ASPSP, which will be End User Account Information;
- consent to the proposed use of the End User Account Information; and
- submit the End User Account Information for use as set out in the remainder of this paragraph 1.

1.4 The Assess via API Service enables the Client to access the income and expenditure services provided by the Bud Platform and retrieve enriched data from the End User Account Information in ways which are intended to assist the Client's understanding of the incomings and outgoings within those payment accounts that the End User has consented to Bud accessing. The APIs through which the Assess via API service processes End User Account Information are:

- Categorisation
- Re-Categorisation
- Regular Transactions
- Upcoming Transactions
- Income Finder
- Benefits Finder
- Loan Finder
- Debt Finder
- Financial Product Finder
- Subscription Finder
- Risk Insights
- Affordability Report

together the Assess APIs

1.5 The Assess Dashboard Service enables:

1.5.1 the Client's personnel to (in each case as applicable):

- generate a web link for an End User to connect to their payment accounts with one or more ASPSPs via Open Banking;
- review and delete End User applications;
- see an aggregated view of an End User's connected accounts;
- see an End User's Assess Categorised Output;
- re-categorise particular payment transactions of an End User;
- assign particular payment transactions to a 'one-off expenses' category;
- see a number of insights (for example, income, expenditure, segmented spend (e.g. gambling spend), missed payments, rental or mortgage payments etc); and
- extract a report containing key information from the Assess Categorised Output in a downloadable PDF (available for a period of time as agreed between Client, TransUnion and Bud on a case by case basis depending on the configuration of the Assess Service agreed between TransUnion and the Client).

1.6 The Assess Dashboard service consists of:

- the Hosted End User Screen Flow;
- a hosted website which presents Assess Categorised Output of the Client's End Users to the Client's personnel.

1.7 The Engage service provides access to:

- the Bud Platform, allowing Clients to authenticate to the Bud API, and create and delete End Users;
- Bud's Open Banking Connect Solution, which can be applied to (i) first-party transactional data held by the Client or (ii) transactional data obtained by the End User via [the Hosted End User Screen Flow] [the Client's own website taking End Users through a journey to obtain End User Account Information from ASPSPs];
- Bud's Ingest Accounts and Transactions API for categorisation of first party data;
- raw End User Account Information pulled by Bud from OB APIs;
- End User Account Information which has been categorised in the ways described in paragraph 1.8 ("Engage Categorised Output");
- together the "Engage Services";

1.8 The Engage Services consist of the following underlying Bud services:

- **Categorisation:** assigns a probable category and subcategory against transactions with a confidence value against each; ingests an End User's corrected (i.e. re-categorised) transactions back from the Client for either: (A) improving the underlying categorisation model via a re-training process; or (B) storing these corrections against the relevant End User identifier to provide an End User's specific transaction categorisation capabilities and provide Client with 'Category Totals' (i.e. the total income and expenditure across all the connected accounts of a given End User) over a given period.
- **Merchant identification:** assigns a merchant name and (if possible) logo to a relevant transaction with a confidence value and provides Client with 'Merchant Totals', a breakdown of an End User's total expenditure by merchant across all of their connected accounts.
- **Regular transactions:** add context to a list of transactions by indicating whether they form part of a regular group of transactions through the assignment of a label to each regular group as well as defining the period over which they are regular; provide a consolidated list of all the regular payments that have been found within the transactions of an End User's connected accounts; and provide a list of transactions predicted to occur in the next three months (i.e. "Upcoming Transactions").

- **Benefit Finder and Benefit Totals:** allows the client to retrieve state benefit specific transactions associated with an End User's account information, detailing the amount, date, description and benefit display name of each transaction categorised as a benefit; and provide Clients with benefit totals (i.e. the total income across all the connected accounts of a given End User) over a given period for all transactions categorised as benefits.
- **Income & Salary Finder:** provides a list of an End User's income based transactions found within their connected accounts and predicts whether each income transaction is related to an End User's salary or wages.
- **Loan Finder:** provides a list of an End User's outgoing loan transactions found within their connected accounts.
- **Debt Finder:** provides a list of an End User's outgoing debt collection transactions found within their connected accounts.
- **Financial Products Finder:** provides a summary of an End User's financial products using the transaction history within their connected accounts.
- **Bud's Personalised Engagement API:** provides contextual, relevant triggers and notifications based on an End User's transactional data.

1.9 **Set up of the Bud API.**

1.10 **Set up of the Assess Dashboard.**

2. PERMITTED PURPOSE

2.1 Assess via API

To assist the Client in making an affordability and source of funds assessment in respect of a lending applicationtenant vetting checknew gambling account origination in accordance with the Consent, for the Client's internal business purposes only.

2.2 Assess Dashboard

To assist the Client in making an affordability and source of funds assessment in respect of a lending applicationtenant vetting checknew gambling account origination in accordance with the Consent, for the Client's internal business purposes only.

2.3 Engage

To allow the Client to present the Engage Categorised Output to the End User to assist with the End User's personal financial management.

3. SERVICE SCHEDULE DURATION

Insert Details (Where Applicable) As set out in the Primary Schedule.

4. SERVICE CONDITIONS

These Service Conditions shall apply in respect of the Services.

4.1 In respect of these Service Conditions, the following additional definitions apply:

"**Account Information Services**" or "**AIS**": has the meaning given to it in regulation 2(1) of the Payment Service Regulations.

"**AIS Activity**": means any activity which falls within the definition of Account Information Services and is consequently subject to the provisions of the Payment Services Regulations 2017.

"**ASPSP**": means a third-party payment account servicing payment services provider (e.g. a bank) that has been licensed to operate payment accounts and provide and execute payment services in accordance with Directive (EU) 2015/2366 (PSD2) and/or the Payment Services Regulations 2017 (as applicable).

"**Assess APIs**": has the meaning given to it in paragraph 1.4.

"**Assess Categorised Output**": means End User Account Information that has been passed through and categorised by the Assess APIs.

"**Bud**": means Bud Financial Limited of Linen Court, Floor 3, 10 East Road, London, England, N1 6AD, registered in England and Wales with company number 09651629.

"**Bud Anonymised Data**": means a data set created by Bud that is an anonymised or derivative version of the personal data relating to one or more End Users (being sufficiently anonymised in accordance with ICO guidance so as to not constitute personal data). Bud Anonymised Data does not constitute Client Data.

"**Bud API**": means an application programming interface (or similar technology) made available by Bud to a Client for the purposes of connecting the Client Application to the Bud Platform and using the Bud Services, as may be updated from time to time by Bud.

"**Bud API Documentation**": means documentation that Bud develops in connection with the relevant Bud API that Bud and/or TransUnion issues to the Client (such as user guides, software development kits and training materials), as may be updated from time to time by Bud and/or TransUnion.

"**Bud Data Protection Terms**": means those terms set out in Appendix 1 to this Service Schedule.

"**Bud Marks**": means the "**Bud**" brand name and associated logos and trade marks owned or used by Bud.

"**Bud Materials**": means materials and information made available by Bud via the Bud API from time-to-time in connection with the provision of the Bud Services.

"**Bud Platform**": means the proprietary platform made available by Bud for access by the Client and/or End Users in accordance with the terms of this Service Schedule either: (i) via the Bud API, in order for a Client to connect its Client Application; or (ii) for direct interaction by the Client's personnel and End Users with the Bud web application, to enable the Client to use the Bud Services.

"**Bud Services**": means those services set out in paragraph 1 of this Service Schedule.

"**Business Day**": means any day: (i) which is not a Saturday, Sunday or bank holiday in England; and (ii) on which banks in London are open for non-electronic business.

"**Client Application**": means the Client's website, software application and/or program that (following a successful connection with a Bud API) enable(s) the Client to connect to the Bud Platform and use the services on the Bud Platform which are delivered via API.

"**Client IP**": means any and all trade marks, trade names, logos, slogans, straplines or similar materials of the Client and provided by the Client to Bud (directly or indirectly via TransUnion) for use in the Assess Services.

"**Client Product**": means a product or service provided by a Client (or on a Client's behalf) to End Users which utilises the Bud Services.

"**Client Personal Data**": means personal data which the Client is controller of relating to the use of the Bud Services.

"**Consent**": means an End User giving consent to access to their End User Account Information.

"**Client Materials**": means (a) the Client Application; (b) the Client Products; and (c) any other materials, documentation, information, programs and codes supplied or otherwise made available by or on behalf of the Client to TransUnion or Bud (or any of their subcontractors), the Intellectual Property Rights in which are owned or used by or on behalf of the Client and are or may be used in connection with the provision or receipt of the Services, but excluding the End User Account Information

"**End User**": means a customer of the Client who uses or receives the benefit of, or who wishes to benefit from, the Assess Service(s).

"**End User Account Information**": means in relation to an End User, information (including transactional information) on one or more payment accounts (or other accounts made accessible by Open Banking) and held by that End User with an ASPSP or with more than one ASPSP.

"End User Agreement": means the End User Agreement in the form set out in Appendix 2 (End User Agreement) to this Service Schedule as may be amended or updated by Bud and/or TransUnion from time to time.

"End User Consent" means a consent provided either:

- (a) by an End User to the Client; or
- (b) by an End User to Bud directly through agreement by the End User to the End User Agreement, in relation to AIS Services:
 - (i) Bud's access to, and use of, the End User Account Information for the purposes of providing the Bud Service(s);
 - (ii) Bud sharing End User Account Information with the Client and other such third parties as may be required for the purposes of providing the Bud Service(s); and /or
 - (iii) anonymising and retaining an anonymised data set of such End User's transactional data.

"Engage Categorised Output": has the meaning given to it in paragraph 1 (above).

"Intellectual Property Rights": means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

4.2 USE OF THE BUD SERVICES

- 4.2.1 For the purposes of this Service Schedule, the definition **"Prohibited Use"** in the General Terms shall be deemed to include:
 - 4.2.1.1 use of the Bud Services for any illegal or damaging purpose;
 - 4.2.1.2 except as may be allowed by Applicable Law which is incapable of exclusion by this Agreement, attempting to duplicate, modify, reverse engineer, distribute, licence, sell, copy or create derivative works of any Bud Materials or the Bud Services;
 - 4.2.1.3 allowing any third party, other than an Authorised Group Company or Authorised Data Processor, to access the Bud Services;
 - 4.2.1.4 accessing all or any part of any Bud Materials or Bud Services in order to build a product or service which competes with any Bud Services; and
 - 4.2.1.5 introducing or attempting to introduce any virus or other malicious or damaging software to the Bud Platform or any Bud Services.
- 4.2.2 The Client shall implement and at all times maintain in accordance with good practice appropriate technical and organisational measures designed to prevent any access to, use of or disclosure of the Bud Materials, any Bud Service and/or any End User Account Information (including any information, data or code that is contained or stored in, or utilised by, the Bud Materials, any Bud Service and/or any End User Account Information), which (in each case) is not expressly permitted by this Service Schedule or is outside the scope of its intended use under this Service Schedule.
- 4.2.3 The Client shall notify TransUnion as soon as possible if it becomes aware of any Prohibited Use of the Bud Materials, any Bud Service and/or any End User Account Information.
- 4.2.4 The Client shall:
 - 4.2.4.1 perform all necessary software integration work required to connect the Client Application to the Bud Platform so that the Client can receive the Bud Services;
 - 4.2.4.2 be responsible for the accuracy and completeness of the content: (i) on the Client Application; and (ii) in the Client Product;
 - 4.2.4.3 provide in a timely manner all data, information, assistance and co-operation to Bud, as is required for the purpose of providing access to, or use by the Client or any End User of, the Bud Materials and/or any Bud Service;
 - 4.2.4.4 to the extent applicable, comply with the relevant Bud API Documentation in relation to the connection to and use of the Bud API(s);
 - 4.2.4.5 keep all user IDs, passwords and other access codes pertaining to the Bud API(s) **and/or the Assess Dashboard** confidential and secure from all unauthorised use;
 - 4.2.4.6 only use the Bud Marks in accordance with the terms of this Service Schedule and Bud's brand guidelines, as notified to the Client from time to time;
 - 4.2.4.7 **provide all software and software integration required to ensure that the Client Application successfully connects with the Bud Platform so that the Client can use the Bud Services;**
 - 4.2.4.8 not remove, alter or obscure any Intellectual Property Rights notices (including Bud Marks and any copyright or other proprietary notices) contained in any Bud Materials;
 - 4.2.4.9 procure and be solely responsible for procuring, operating and maintaining, at its own cost and expense, all connections and links from its systems to the Bud Platform and the Bud API;
 - 4.2.4.10 not enter into any additional contract terms with any End Users which conflict with the End User Agreement;
 - 4.2.4.11 provide TransUnion with details of all those Client personnel it wishes to have use of the Bud Services so that Bud can set up accounts for and issue user credentials to those Client personnel to enable them to access the Bud Services. The Client is responsible for the actions of all Client Users who have been issued with credentials. TransUnion and/or Bud may suspend the access of any member of Client User that it reasonably believes is misusing the Bud Services without notice to the Client;
 - 4.2.4.12 provide such co-operation and assistance as TransUnion and/or Bud may reasonably request in connection with the provision of the Services (but such obligation shall not extend to obliging the Client to actually perform any of the Services);
 - 4.2.4.13 promptly notify TransUnion if (i) it has reason to believe that it or any member of its supply chain is in breach of the Bribery Act 2010, Modern Slavery Act 2015 and the Criminal Finances Act 2017 (or would do so if it were a party to this Service Schedule) ("**Relevant Requirements**"); or (ii) if it receives a communication from any person alleging breach of any Relevant Requirements in relation to the performance of any Services in connection with the performance of this Service Schedule; or (iii) any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and
 - 4.2.4.14 promptly report to TransUnion any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Service Schedule.
- 4.2.5 The Client warrants, represents and undertakes that:
 - 4.2.5.1 It shall maintain during the term of this Service Schedule all permissions, licences, authorisations, rights and consents (if any):
 - 4.2.5.1.1 required by a Regulator to access and/or use the Bud Materials and/or any Bud Service, operate the Client Application and/or provide the Client Products;
 - 4.2.5.1.2 necessary to carry on its (as the context requires) business in the place and in the manner in which it is carried on ("**Regulatory Consents**"); and
 - 4.2.5.1.3 that each of the Regulatory Consents is valid and subsisting and shall remain valid and subsisting during the term of this Service Schedule, and neither it nor any member of its Group is in breach of, or will during the term of this Service Schedule breach, any of the terms or conditions of any Regulatory Consent.
 - 4.2.5.2 the Client Application and Client Products will at all times comply with all Applicable Law;
 - 4.2.5.3 the Client Application and the Client Products, and the connection of the same with the Bud Platform to use the Bud Services and/or Bud API, will not at any time infringe the Intellectual Property Rights or any other rights of a third party;
 - 4.2.5.4 it shall conduct a penetration test at least once yearly with a Council of Registered Ethical Security Testers (CREST) certified company ("**Test**")

- and send TransUnion a copy of the Executive Summary of each Test (including its findings) within 30 days of receipt. It agrees that breach of this paragraph 4.2.5.4 shall be a material breach for the purposes of clause 12.4.1 of the General Terms;
- 4.2.5.5 it and/or its relevant third-party licensors have, and will at all times maintain, the necessary ownership rights and/or permissions for use of the Intellectual Property Rights in the Client Materials and TransUnion's and/or Bud's (and their subcontractors') use of the Intellectual Property Rights in the Client Materials as required in connection with the performance of TransUnion's obligations under this Service Schedule will not infringe any third party rights; and
- 4.2.5.6 it has and will at all times maintain the necessary rights, power, consents and authority to transmit Client Data (or otherwise make it available) to Bud under, and in the manner described in, this Service Schedule and to grant Bud the licence to access and use and sub-licence Client Data in order to provide the Bud Services.
- 4.2.6 The Client shall not use the Bud Services, the End User Account Information or the Assess Categorised Output in a way that may result in a breach of the Payment Services Regulations 2017. In addition, TransUnion shall be permitted to suspend provision of the Bud Services immediately if the FCA determines that the Client requires an additional permission, approval or registration in order to lawfully receive the Bud Services or to use the End User Account Information [and/or] [,] [Assess Categorised Output] [and/or] [Engage Categorised Output].
- 4.2.7 The Client hereby instructs Bud to create Bud Anonymised Data from End User Account Information. Bud shall own all Bud Anonymised Data created in connection with this Service Schedule, and all Intellectual Property Rights in Bud Anonymised Data. Bud uses Bud Anonymised Data for its business purposes which enables Bud to provide a better service to its users. Bud only uses Bud Anonymised Data in accordance with Applicable Law.
- 4.2.8 On the effective date of termination or expiry of this Service Schedule:
- 4.2.8.1 the Client shall, and shall ensure that all End Users shall, immediately cease use of the Bud Materials and any applicable Bud Service;
- 4.2.8.2 the Client shall promptly return, delete or destroy all of Bud's Confidential Information that is in its possession, save that it shall be entitled to retain a copy of Bud's Confidential Information to the extent necessary to comply with Applicable Law, any relevant record keeping requirements specified in this Agreement and/or for the purposes of internal audit and/or litigation; and
- 4.2.8.3 the Client shall promptly delete all End User Account Information in its possession.
- 4.2.9 The Client agrees that Bud shall be entitled to retain the Bud Anonymised Data on and following termination or expiry of the Service Schedule.
- 4.2.10 The Client grants to TransUnion and Bud a UK, revocable, non-exclusive licence to use the Client IP in the Bud Services during the term of this Service Schedule. TransUnion shall ensure all use of Client IP shall be in accordance with any written branding guidelines supplied by the Client to TransUnion from time to time.
- 4.2.11 The Client may immediately and without notice revoke the licence provided for at paragraph 4.2.10. Upon such revocation each of TransUnion and Bud must immediately cease all use of the Client IP and must if requested return or destroy any and all copies of the Client IP within fifteen (15) Business Days.
- 4.2.12 All: (a) enhancements or modifications to or derivatives of any Bud Materials and/or any Bud Services carried out or created during the term of this Service Schedule; and (b) feedback provided by or on behalf of the Client or any End User and any enhancements, modifications or derivatives of such feedback (collectively "**Bud Modifications**"), and all Intellectual Property Rights therein, shall vest in and be the property of Bud (and/or its relevant third-party licensors), regardless of who carries out or creates such enhancements, modifications or derivatives.
- 4.2.13 To the extent that any rights, title or interest in or to Bud Modifications and/or the Bud Marks do not vest in Bud and/or its relevant third party licensors by operation of Applicable Law, the Client shall irrevocably assign (and shall procure the assignment by End Users) to Bud or its relevant third party licensor as at the date of creation all of the Client's rights, title and interest (including all Intellectual Property Rights) in and to any such Bud Modifications and/or Bud Marks without further consideration and such assignment shall also be an assignment (in respect of any copyright existing therein) of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 or any equivalent provision in any relevant jurisdiction. Insofar as said rights do not vest automatically by operation of Applicable Law or under this Service Schedule, the Client shall hold (and shall procure that End Users hold) legal title in these rights and inventions on trust for Bud and/or its relevant third-party licensor, as appropriate. Where applicable as part of this process, the Client shall ensure that a waiver of applicable moral rights is obtained.
- 4.2.14 The Client shall give (and shall procure that all End Users give) Bud and/or its third-party licensors all reasonable assistance, and shall execute all documents, necessary to perfect, preserve, register or record Bud's and/or its relevant third party licensors' rights in any such Bud Modifications.
- 4.2.15 TransUnion shall use reasonable endeavours to ensure that Bud maintains throughout the term of this Service Schedule, the "**Account Information Services**" permission from the FCA.
- 4.3 **DATA PROCESSING**
- 4.3.1 The Client shall maintain all registrations and notifications required in terms of the Data Protection Legislation applicable to it which are necessary for the performance of its obligations under this Service Schedule.
- 4.3.2 The Client acknowledges that TransUnion:
- 4.3.2.1 does not perform any role under the Data Protection Legislation with respect to the provision of the Bud Services to the Client;
- 4.3.2.2 shall receive a copy of the End User Account Information obtained via the Client's iteration of the Bud Services for TransUnion's own use and in respect of which TransUnion shall be a controller for the purposes of the Data Protection Legislation.
- 4.3.3 Subject to clause 4.3.2.2, clauses 8.9 to 8.13 of the General Terms shall not apply to the provision and use of the Bud Services.
- 4.3.4 The Client shall comply with each of the obligations on it in the Bud Data Protection Terms.
- 4.3.5 TransUnion warrants that:
- 4.3.5.1 the Bud Data Protection Terms are in place between TransUnion and Bud; and
- 4.3.5.2 the Client has a right to enforce such terms against Bud pursuant to the Contracts (Rights of Third Parties Act) 1999.
- 4.3.6 The Client shall comply with the Data Protection Legislation applicable to it.
- 4.3.7 TransUnion shall procure that in the performance of the Bud Services Bud shall comply with the Data Protection Legislation applicable to it.
- 4.3.8 If the Client becomes unable to comply with its obligations under the Bud Data Protection Terms in any material respect, it shall promptly notify TransUnion.
- 4.4 **CLIENT ACTING AS BUD'S AGENT**
- 4.4.1 Paragraphs 4.4.1 to 4.4.2 shall only apply to the Client's use of Bud Services as an agent of Bud's as set out in regulation 2(1) of the Payment Services Regulations 2017 ("**Agent Client**").
- 4.4.2 The Agent Client shall:
- 4.4.3 promptly notify TransUnion and/or Bud if there are significant changes that are relevant to the fitness of directors and managers of the Agent Client or to the risk of money laundering or terrorist financing through the Agent Client;
- 4.4.3.1 provide the Client Marks it wishes to include in the Hosted End User Screen Flow;
- 4.4.3.2 complete and if applicable, file any forms or reports when required by Applicable Law ("**Compliance Reports**");
- 4.4.3.3 retain and secure all Compliance Reports in accordance with the requirements of Applicable Law ("**Retention Period**");
- 4.4.3.4 ensure that its directors and persons that are responsible for its management are fit and proper persons;
- 4.4.3.5 comply with Bud policies as notified to it, directly by Bud or via TransUnion, from time to time, including policies relating to notification and

- reporting of any activity that could give rise to a suspicion of money laundering or terrorist financing;
- 4.4.3.6 maintain, at its own expense during, and for seven years after, the term of this Service Schedule, professional indemnity insurance and provide written evidence of such insurance to Bud as requested. The contract of professional indemnity insurance maintained by the Client must cover the Client against any liability arising out of in connection with it being Bud's Agent Client;
- 4.4.3.7 comply with all Applicable Law with respect to its activities under this Service Schedule, make use of Bud's Account Information Services in full compliance with Applicable Law and not act in any manner which would cause Bud to be in breach of any licence, its obligations under Applicable Law and/or any applicable End User Agreement; and
- 4.4.3.8 provide reasonable assistance to Bud in complying with any order or request from a Regulator (or any person validly appointed by them) relating to the Account Information Services (as defined in regulation 2(1) of the Payment Service Regulations 2017).
- 4.5 **CLIENT HOSTING OWN SCREEN FLOW**
- 4.5.1 The Client is permitted to host the AIS Activity front end screens within its own End User interface, including procuring End User Consent for the purposes of AIS Activity, allowing the End User journey to continue from its hosted user interface directly to the ASPSP for authorisation without the need to first direct the End User to Bud's front End User journey, provided that:
- 4.5.1.1 the AIS Activity flow screens are kept within the Client's own domain (it being made clear to the End User that the AIS Activity flow screens are for the purposes of the AIS Activity and distinctive from any other propositions of the Client's);
- 4.5.1.2 the Client shall, for the purposes of designing the consents required under the AIS Activity flow screens, follow the key principles of example End User Consent flows (and related guidance) provided by TransUnion and/or Bud, which shall include clearly procuring the End User's explicit consent to Bud accessing the End User's accounts as part of the Bud Services;
- 4.5.1.3 the Client shall submit details of any and all user interface changes subsequently proposed to be made to the AIS Activity flow screens to Bud, and have received the prior written consent of Bud's Legal, Risk and Compliance team ("Bud LRC") to each change prior to its initial deployment;
- 4.5.1.4 the Client makes, as soon as reasonably practicable, such amendments as Bud may reasonably require to the AIS Activity flow screens to ensure ongoing compliance with Applicable Law;
- 4.5.1.5 the Client shall send reports to Bud LRC, confirming its compliance with this paragraph 4.27, which shall include screenshots of the Client's current AIS Activity flow screens and confirmation that no changes have been made in relation to them;
- 4.5.1.6 (i) for the first three months following Bud LRC's initial sign off on the AIS Activity flow screens, on a monthly basis; and
- 4.5.1.7 (ii) thereafter, on reasonable request by Bud and, if deemed appropriate by Bud, on a quarterly basis;
- 4.5.1.8 Bud shall have the right at any time to review the Client's AIS Activity flow screens and ongoing consent management to confirm the Client's ongoing compliance with this paragraph 4.5.1 and the Client hereby grants to Bud each of the same rights as are granted to TransUnion pursuant to clause 13 of the General Terms subject to the same conditions.
- 4.5.2 If the Bud or the Client receives a complaint from an End User relating to AIS Activity, the company receiving the complaint shall notify the other within five Business Days of receiving it. Bud and the Client shall deal with complaints in accordance with Applicable Law and each shall provide the other, in a timely manner and in any event within five Business Days of such request, such information and assistance as may reasonably be requested to handle any complaint from an End User.
- 4.6 **AIS CONSENT RE-CONSENT**
- 4.6.1 When the Client procures: (i) initial consent; and (ii) re-consent (also referred to as "renew consent") from End Users, for the purposes of Bud providing Account Information Services, from within the Client's own user interface and using its own consent flows ("AIS Consent Flows", the Client shall be permitted to do so provided that:
- 4.6.1.1 the AIS Consent Flows are kept within the Client's domain (it being made clear to the End User that the AIS Consent Flow is for the purposes of AIS, and distinctive from other of the Client's propositions, as applicable);
- 4.6.1.2 the Client shall, for the purposes of designing the AIS Consent Flows, follow the key principles of example initial and re-consent Account Information Services flows (and related guidance) provided by TransUnion or Bud to the Client, which shall include but not be limited to, clearly procuring the End User's explicit consent to Bud accessing the End User's accounts as part of Account Information Services (the "Bud AIS Consent Requirements");
- 4.6.1.3 the Client shall submit to and have received the prior written consent of Bud's Legal, Risk and Compliance team ("Bud LRC") prior to the initial deployment of and any and all UI changes subsequently proposed to be made to the AIS Consent Flows; and
- 4.6.2 each of Bud and TransUnion shall, acting reasonably, have the right to require the Client to make amendments to the AIS Consent Flows as soon as reasonably practicable to ensure ongoing compliance with Applicable Law.

APPENDIX 1

Bud Data Protection Terms

1. GENERAL

- 1.1 The Parties acknowledge and agree that the Client shall be a controller, and Bud shall act as a processor for and on behalf of the Client, where Bud is processing Client personal data when providing the Bud Services.
- 1.2 This Appendix 1 (Bud Data Protection Terms) sets out the details required by article 28(3) UK GDPR as at the date of this Service Schedule relating to the processing of Client Personal Data to be undertaken by Bud as a processor. The subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subject as required by Article 28(3) of UK GDPR or equivalent provisions of any Data Protection Legislation are as set out in paragraph 9 below.
- 1.3 Bud shall maintain, all registrations and notifications required in terms of the Data Protection Legislation applicable to it which are necessary for the performance of its obligations under this Service Schedule.
- 1.4 The Client warrants, represents and undertakes that it has obtained all consents from data subjects, established legal grounds and provided all notices to data subjects (and as appropriate will maintain and update and ensure the continued validity throughout the term of this Service Schedule of the foregoing), in each case as necessary for Bud (as a processor) to provide the Bud Services in accordance with the terms of this Service Schedule and Data Protection Legislation.
- 1.5 In connection with its processing of Client Personal Data and taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects, Bud and the Client shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, and shall take all measures required pursuant to Article 32 of the GDPR. In assessing the appropriate level of security, each of Bud and the Client shall take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise processed.

2. PROCESSING OF PERSONAL DATA

- 2.1 In so far as Bud processes Client personal data on behalf of the Client as its processor, Bud shall not process, transfer, modify, amend or alter the personal data or disclose or permit its disclosure to any third party other than in accordance with the Client's documented instructions unless processing is required by any Applicable Law to which Bud (or its relevant sub-processor) is subject, in which case Bud shall, to the extent permitted by such Applicable Law, inform the Client of that legal requirement before processing that personal data.
- 2.2 The Client warrants that any processing that results from its instructions to Bud in respect of the Client Personal Data shall be lawful. TransUnion or Bud shall notify the Client without undue delay if, in Bud's opinion, an instruction from the Client infringes Data Protection Legislation. Bud shall be entitled but not obliged to suspend execution of the instructions concerned until the Client confirms such instructions in writing.
- 2.3 Without prejudice to paragraphs 2.4 or 7.2 of this Appendix 1, if so requested by the Client, or otherwise required by this Service Schedule, Bud shall promptly:
 - 2.3.1 amend, transfer or delete Client Personal Data; and
 - 2.3.2 cease to process Client Personal Data, and promptly arrange for its secure return or destruction, as reasonably required by the Client.
 - 2.3.3 save where the Client makes requests to Bud which are directed at mitigating the consequences of a breach of this Appendix 1 by Bud (or any sub-processor), Bud shall be relieved of all its dependent obligations under this Service Schedule to the extent: the Client makes specific requests to Bud pursuant to paragraphs 2.3.1 or 2.3.2 to delete, cease processing or destroy personal data; and Bud (and/or the relevant sub-processor) complies with those requests.
- 2.4 Bud and its sub-processors may transfer Client Personal Data (or access it from) outside of the UK and EEA as required in connection with the performance of the Services and Bud's obligations under this Service Schedule, provided that Bud:
 - 2.4.1 ensures that all such transfers and access are effected to or from (as the context requires) a jurisdiction approved in accordance with Data Protection Legislation as having an adequate level of data protection law to allow transfers to such jurisdiction without further safeguards (a "Permitted Jurisdiction"); or
 - 2.4.2 if the transfer is to be effected to or from a jurisdiction other than a Permitted Jurisdiction:
 - 2.4.2.1 ensures appropriate safeguards are provided in respect of such transfer or access in accordance with Data Protection Legislation and that enforceable data subject rights and effective legal remedies for data subjects are available. For these purposes, the Client shall promptly comply with any reasonable request of Bud, including any request to enter into the Information Commissioner's International Data Transfer Agreement; and
 - 2.4.2.2 undertakes a transfer impact assessment in respect of such transfer and, as appropriate, implements any supplementary measures or changes to the provision of the Services necessary to comply with the ruling of the Court of Justice of the European Union (ECJ) dated 16 July 2020, Case C-311/18 Data Protection Commissioner v Facebook Ireland and Maximilian Schrems.

3. PERSONNEL

- 3.1 Bud shall take reasonable steps to ensure the reliability of any Bud personnel who may have access to the Client Personal Data, ensuring in each case that:
 - 3.1.1 access is limited to those individuals who need to access the relevant personal data, as necessary for the purposes set out in the Service Schedule in the context of that individual's duties to Bud; and
 - 3.1.2 all such individuals are informed of the confidential nature of the Client Personal Data and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SUB-PROCESSORS

- 4.1 Bud shall be entitled to appoint or authorise any sub-processor to process (or to appoint or authorise another sub-processor to process) Client Personal Data provided that it gives the Client at least 30 days written notice of such proposed appointment (whether concerning the addition or replacement of sub-processors). The Client shall have the opportunity to, acting reasonably, object to such changes before the expiry of the notice period. If the Client objects to any such change, it shall promptly provide to Bud reasonable details (subject to any applicable legal or confidentiality constraints) of the basis of its objection. The Client shall promptly consider any further information provided by Bud in response to an objection, and promptly withdraw such objection if the information provided by Bud adequately addresses the objection.
- 4.2 Bud's sub-processors, as listed in paragraph 4.4 are specifically approved by the Client for use in connection with the performance of the Bud Services.
- 4.3 With respect to each sub-processor appointed by Bud, Bud shall:
 - 4.3.1 undertake appropriate due diligence prior to the processing of Client personal data by such sub-processor to verify that it is capable of providing the level of protection for Client Personal Data required by this Service Schedule;
 - 4.3.2 enter into a written agreement with the sub-processor incorporating terms which are compliant with the relevant requirements of Article 28 of the GDPR; and
 - 4.3.3 as between the Client and Bud, remain fully liable to the Client for all acts or omissions of such sub-processor as though they were its own.
- 4.4 The following sub-processors are approved by the Client for use by Bud in connection with the performance of the Bud Services:

Name and address of Subcontractor	Location where Personal Data is stored / accessed by the Subcontractor	Description of service
Google Cloud EMEA Ltd., 70 Sir John Rogerson's Quay, Dublin 2, Dublin	UK / EEA	Cloud hosting services
Cloudflare, Inc., 101 Townsend St., San Francisco, California 94107	UK / EEA	SaaS DNS & Web Application Firewall services
DataStax, Inc., 3975 Freedom Circle, Santa Clara, California 95054	UK / EEA	Database cloud hosting services
Okta, Inc., 10800 NE 8 th Street, Ste. 600, Bellevue, WA, 98004, USA	UK / EEA	Authentication and authorisation for web, mobile, and legacy applications
Mailgun Technologies, 112 E. Pecan Street #1135, San Antonio, Texas 78205	UK / EEA	Email delivery service

5. RIGHTS OF DATA SUBJECTS

- 5.1 Taking into account the nature of the processing, Bud shall assist the Client by implementing appropriate technical and organisational measures, insofar as reasonably practicable, to facilitate the fulfilment by the Client of its obligation to respond to requests from data subjects relating to the exercise of their rights under the Data Protection Legislation.
- 5.2 Bud shall promptly notify the Client if it:
- 5.2.1 receives a request from a data subject under the Data Protection Legislation in respect of any Client Personal Data processed by Bud as processor under this Service Schedule, including any requests by a data subject to exercise rights under Chapter III of the GDPR; or
- 5.2.2 receives any communication from the Information Commissioner in connection with Client Personal Data processed by Bud.
- 5.3 Bud shall, at the Client's cost, co-operate with, and provide all information and assistance reasonably requested by, the Client: to enable the Client to comply with its obligations under the Data Protection Legislation; and in connection with any investigation of or management of or response to any Personal Data breach or any complaint, communication or request made as referred to in paragraph 5.2 (and insofar as possible within the timescales reasonably required by the Client), including by promptly providing:
- 5.3.1 the Client with reasonable details and copies of the complaint, communication or request;
- 5.3.2 assistance as reasonably requested by the Client to enable it to comply with the exercise of rights by a data subject within the relevant timescales set out in the Data Protection Legislation;
- 5.3.3 assistance as reasonably requested by the Client to comply with any assessment, enquiry, notice or investigation under any Data Protection Legislation in respect of the Client Personal Data, or with respect to any request from a supervisory authority, or any consultation by the Client with a supervisory authority;
- 5.3.4 assistance as reasonably requested by the Client following a Personal Data breach; and
- 5.3.5 assistance as reasonably requested by the Client: (a) with any data protection impact assessments which are required under Article 35 GDPR; and (b) with any prior consultations to any supervisory authority of the Client which are required under Article 36 GDPR, in each case solely in relation to processing of the Client Personal Data by Bud (or any sub-processor) on behalf of the Client and taking into account the nature of the processing and information available to Bud (and/or the relevant sub-processor(s)).

6. NOTIFICATION OF PERSONAL DATA BREACH

- 6.1 Bud or TransUnion shall:
- 6.1.1 notify the Client without undue delay after determining, or in the case of TransUnion learning that Bud has determined, that a personal data breach affecting Client Personal Data processed by Bud under this Service Schedule has occurred (which determination Bud shall make as soon as reasonably possible after becoming aware of any relevant incident or circumstances);
- 6.1.2 provide to the Client relevant information in its possession that is not subject to confidentiality obligations that is requested by the Client in relation to the notified personal data breach, including regarding the nature of the breach, the categories and approximate number of data subjects and records concerned, to enable the Client to evaluate the impact of the personal data breach and to meet any obligations on the Client to report the personal data breach to a supervisory authority and/or notify the affected data subjects in accordance with the Data Protection Legislation;
- 6.1.3 if at the time of making the original notification described in paragraph 6.1.1, Bud does not have available to it all the information referred to in paragraph 6.1.2, Bud shall include in the original notification such information as it has available to it at that time, and then shall provide the further information referred to in paragraph 6.1.2 as soon as possible thereafter; and
- 6.1.4 not inform any third party or make any announcement or publish or otherwise authorise any broadcast of any notice or information about a personal data breach without the prior written consent of the Client acting reasonably (including consent as to the content, media and timing thereof), except to the extent: (a) notification of a personal data breach is required by Applicable Law to which Bud (or a sub-processor) is subject; or (b) such disclosure is required by contract to its other customers provided that, where providing notice to its other customers, it only provides details relating to that customer and does not provide any details relating to the Client (or which would enable the Client to be identified).

7. PROCESSING RECORDS AND DATA PROTECTION AUDITS

- 7.1 Subject to any measures reasonably necessary to protect any other confidential information Bud holds in any relevant records, data processing systems or facilities, Bud shall:
- 7.1.1 allow its data processing facilities, procedures and documentation in relation to the Services to be submitted for scrutiny by the Client's auditors or any supervisory authority in order to ascertain compliance with the Data Protection Legislation and the terms of this Appendix; and
- 7.1.2 provide reasonable co-operation to the Client in respect of any such audit and shall, at the request of the Client, provide the Client with reasonable evidence of compliance with its obligations under this Schedule.
- 7.2 The Client shall provide TransUnion with at least 40 days written notice of such audit and shall undertake the audit at its own cost during Bud's normal business hours and in a manner that causes minimal disruption to Bud's business.

8. OBLIGATIONS UPON EXPIRY OF THIS SERVICE SCHEDULE

- 8.1 Subject to paragraph 8.2, Bud shall promptly and in any event within thirty (30) days of the expiry or termination of this Services Schedule, at the Client's choice, either delete and/or return via API upon request by the Client all copies of the Client Personal Data processed by Bud and/or its sub-processors on behalf of the Client.
- 8.2 Bud may (and may permit its sub-processors to) process and retain any Client Personal Data where (but only to the extent that and for so long as) it is, or the relevant sub-processors are, obliged to do so by Applicable Law provided that (except to the extent that it may be prohibited from doing



so by that Applicable Law) Bud has first informed and consulted with the Client of that obligation and complies with the Data Protection Legislation in relation to that processing.

9. PERSONAL DATA BEING PROCESSED BY BUD

	TYPE(S) OF PERSONAL DATA BEING PROCESSED	WHY IS THE DATA BEING PROCESSED	WHO IS THE DATA SUBJECT FOR THIS DATA	WHAT PROCESSING IS TAKING PLACE	HOW LONG IS THE PROCESSING TAKING PLACE	WHO IS THE DATA CONTROLLER AND WHO IS THE DATA PROCESSOR
Data type 1	Full name	To deliver the Services	TransUnion Client's customers (End User)	Data is enriched, encrypted and stored within Bud's secure database, hosted on Google Cloud Platform. Access to datasets, environments and decryption keys is restricted to a small number of certified Bud employees. The data can only be decrypted and accessed using the customer_id and customer_secret	[Default data retention position is 4 months][Data is deleted when the contract with the Client is terminated or when Client requests data is deleted for a particular data subject]	Client is Data Controller; Bud is Data Processor
Data type 2	Email address	As above	As above	As above	As above	As above
Data type 3	Home address	As above	As above	As above	As above	As above
Data type 4	Bank account number	As above	As above	As above	As above	As above
Data type 5	Sort code	As above	As above	As above	As above	As above
Data type 6	Transaction amount	As above	As above	As above	As above	As above
Data type 7	Transaction description	As above	As above	As above	As above	As above

APPENDIX 2 END USER AGREEMENT

1. Introduction

- 1.1 We are Bud Financial Limited ("**Bud**"), a limited company registered in England and Wales with company number 09651629, VAT number GB 220890817 and our registered address is at Linen Court, Floor 3, 10 East Road, London, England N1 6AD. To contact us, please email help@thisisbud.com or write to us at Linen Court, Floor 3, 10 East Road, London, England N1 6AD.
- 1.2 We are authorised and regulated by the Financial Conduct Authority ("**FCA**") under Financial Services Register numbers 793327 and 765768. We are authorised by the FCA to arrange regulated products and services, as well as provide account information services and payment initiation services. The FCA's address is 12 Endeavour Square, London E20 1JN, and they can be contacted on 0800 111 6768 (freephone) or 0300 500 8082 from the UK.
- 1.3 You are seeing these terms (this "**Agreement**") because you wish to access or use an application or service provided by a third party ("**Service Provider**") which relies upon Bud's technology in order to:
 - 1.3.1 access the data ("**Account Data**") related to your payment account ("**Payment Account**") which is held by your bank, building society and other payment account providers ("**Account Provider**"), this service is referred to in this Agreement as the "Bud AI Service"; and/or
 - 1.3.2 initiate a payment from your Payment Account to a third party, this service is referred to in this Agreement as the "Bud PI Service"; and/or
 - 1.3.3 utilise other products or services which are provided by Bud and using its technology, including those marketplace and other services which in turn rely on the technology of certain third parties ("**Third Party Providers**"), these services are referred to in this Agreement as the "Other Bud Platform Services".
- 1.4 Together, the Bud AI Service, the Bud PI Service and the Other Bud Platform Services are referred to in this Agreement as the "Bud Platform Service".
- 1.5 By accessing or using your Service Provider's application or service, you are agreeing to be bound by this Agreement. If you do not agree to the terms of this Agreement, you must stop accessing or using your Service Provider's application or service that relies on Bud's technology.

2. Bud AI Service

- 2.1 This section 2 sets out the basis on which we will provide the Bud AI Service. You provide us with your explicit consent, on an ongoing basis for 90 days from the date of your giving explicit consent, to:
 - 2.1.1 retrieve your Account Data held by your Account Provider;
 - 2.1.2 transfer your Account Data to your Service Provider who will use that information in accordance with the terms agreed between you and your Service Provider; and
 - 2.1.3 where applicable as part of the service agreed with your Service Provider and which you choose to engage with, transfer your Account Data to third party distributors of financial products ("**Distributors**") and/or other Third Party Providers which are displayed in your Service Provider's application or service.
- 2.2 In order for us to access or use the Account Data held by your Account Provider, you must supply us with the credentials which you would use when accessing your account directly with your Account Provider. We will look after these credentials using reasonable care and skill and in accordance with our regulatory obligations.
- 2.3 We will not charge you for your use of the Bud Platform Service although you may be charged by your Service Provider or any Distributor in accordance with any terms which you agree with them.
- 2.4 You will need to renew your consent every 90 days in order for us to access your Account Data. You can provide your consent through your Account Provider and should contact them if you have any questions regarding how to do so. In certain circumstances your Account Provider may require you to carry out strong customer authentication every 90 days (instead of renewing your consent with Bud) in order for us to access your Account Data. It is your responsibility to carry out the consent or strong customer authentication (as applicable) in order for us to continue to process Account Data in accordance with section 2.1 above.
- 2.5 If you do not renew your consent or strong customer authentication (as applicable) Bud will not be able to provide the Bud Platform Services to you.

3. Bud PI Service

- 3.1 The Bud PI Service, which is integrated into the application or service provided by your Service Provider, allows you to initiate payments ("**Initiated Payment**") to payees ("**Payees**").
- 3.2 If you wish to make an Initiated Payment to a Payee via the Bud PI Service then you will need to confirm the following details ("**Initiated Payment Details**"):
 - 3.2.1 certain details in relation to your Payment Account (including security details which your Account Provider will require for the purposes of strong customer authentication);
 - 3.2.2 the amount of the Initiated Payment; and
 - 3.2.3 the account details of the Payee.
- 3.3 We may automatically fill in some of the Initiated Payment Details (for example, the Payee's account number and sort code) but you agree that it is your responsibility to ensure that all Initiated Payment Details (including those we fill in) are correct. If any Initiated Payment Details are incorrect there is a risk of delay and a risk that you may not be able to recover the funds.
- 3.4 When you confirm that you wish to make the Initiated Payment to the Payee using the Initiated Payment Details, this will be taken as your explicit consent for us to send the Initiated Payment Details to your Account Provider. If the Initiated Payment is successful, we will notify you and the Payee of this. If the Initiated Payment is unsuccessful (because, for example, you have insufficient funds in your Payment Account), we will notify you and the Payee of this. These successful or unsuccessful notifications will be provided to you onscreen following your confirmation of an Initiated Payment.
- 3.5 You acknowledge and agree that the successful execution of an Initiated Payment is dependent upon the cooperation of your Account Provider (and the account provider of the Payee) and the correct functioning of the banking infrastructure. Once we have submitted the Initiated Payment Details to your Account Provider, the execution of the Initiated Payment is the responsibility of your Account Provider and we are not responsible for any delays arising after our submission of the details to them.
- 3.6 You may be redirected to your Account Provider's website or mobile application in order to authenticate yourself so that your Account Provider knows that you consent to the Initiated Payment.
- 3.7 If the Initiated Payment relates to a transaction that is to be executed by your Account Provider immediately, you will not be able to cancel the Initiated Payment after you have provided your confirmation. If you have approved the Initiated Payment during a business day (meaning a day (other than a Saturday or a Sunday) on which banks are open for general business in London), it will be considered as received by us and approved by you on that day. If you have approved the Initiated Payment during a day which is not a business day, it will be considered as received by us and approved by you the following business day although this is subject to your terms with your Account Provider.
- 3.8 We will not charge you for making an Initiated Payment but your Account Provider may, at its discretion, charge you to execute the payment (please refer to your Account Provider for further information in relation to any charges which may be applicable).

4. Incorrect or Unauthorised Payments

- 4.1 If you suspect that an unauthorised or incorrect Initiated Payment has been made using the Bud PI Service you must notify us of this as soon as

possible by emailing help@thisisbud.com.

- 4.2 You may be entitled to a refund of the unauthorised or incorrect Initiated Payment from your Account Provider but you must notify them of the unauthorised or incorrect payment as soon as possible and no later than 13 months after the date of the relevant Initiated Payment.
- 4.3 You should be aware that Account Provider may contact you directly (and not through your Service Provider's application or service) if there is an issue with the Initiated Payment submitted through the Bud PI Service (for example, there are insufficient funds or an issue with your authorisation). You will need to resolve any such issues directly with your Account Provider.

5. Your obligations to us

- 5.1 By using the Bud Platform Service, you agree and confirm that:
 - 5.1.1 all the information you have provided to us is accurate and correct and you are the person whose details you have provided;
 - 5.1.2 you can enter into a legally binding agreement with us;
 - 5.1.3 you will only use the Bud Platform Service for the purposes envisaged by these terms;
 - 5.1.4 you will, upon request and where applicable, have provided a current address, telephone number and e-mail address (and will notify us immediately if your contact details change); and
 - 5.1.5 you are over 18 years of age.
- 5.2 You agree that you will not access or use the Bud Platform Service except for its intended purpose and will not attempt to:
 - 5.2.1 gain unauthorised access to, make unauthorised alterations to, or introduce any kind of malicious code, including any viruses, disabling code, time bombs or Trojan horses, to the Bud Platform Service by any means;
 - 5.2.2 except as permitted by law, reverse engineer or decompile (whether in whole or part) the Bud Platform Service;
 - 5.2.3 make copies, modify, reproduce, transmit, alter or distribute all or any part of the Bud Platform Service or any material or information contained in them, other than as permitted by law;
 - 5.2.4 use the Bud Platform Service for any purpose that is unlawful under any Applicable Law;
 - 5.2.5 use the Bud Platform Service to commit any act of fraud;
 - 5.2.6 use the Bud Platform Service to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ("phishing"); or
 - 5.2.7 use the Bud Platform Service in any manner that disrupts its operation.
- 5.3 You acknowledge and agree that Bud merely introduces you to Third Party Providers and Distributors and does not provide any advice as to the suitability or appropriateness of investments provided by Distributors and/or any other product or service provided by Third Party Providers. You acknowledge and agree to seek independent advice if you have any queries or concerns about such investments, products or services.
- 5.4 If you suspect that there is fraud or a security risk in relation to the Bud Platform Service, you must immediately contact us using the contact details set out above.

6. Privacy

- 6.1 When we access your Account Data from your Account Provider, we will collect and process your personal data under the instruction of your Service Provider as part of the Bud Platform Service. We will only access and collect your Account Data and personal data with your consent.
- 6.2 Once you have provided your consent, your Account Data (including any personal data) will be transmitted through the Bud Platform Service, to your Service Provider. As part of this process your Account Data (including any personal data) will be anonymised by Bud for the purposes of improving Bud's products and services. Once your Account Data (including any personal data) has been transmitted through the Bud Platform Service to your Service Provider, your Service Provider (and not us) is then responsible for the ways in which your Account Data (including any personal data) will be processed. You should therefore consult the data privacy terms of your Service Provider.
- 6.3 If you use the Bud Platform Service, we will access your Account Data from the Payment Accounts you connect for the last 12 months.
- 6.4 After your Account Data has been transmitted to your Service Provider, we will only retain your Account Data (including any personal data) for as long as we are instructed to do under the terms of our agreement with your Service Provider. After this time, Bud will delete your Account Data (including any personal data) and only maintain a basic record of the consent we have collected (name, email address and date consent was provided) in accordance with applicable regulatory requirements.

7. Complaints

- 7.1 We consider a complaint as being defined as an expression of dissatisfaction made by you in relation to any of the services we provide. In the event that you make a complaint, we will make every effort to rectify the problem as soon as practicably possible. If you have any complaints about the Bud Platform Service, you should contact our support team at help@thisisbud.com and we will try to resolve it as soon as possible.
- 7.2 If the nature of your complaint relates to the provision of the Bud Platform Service, we will send you a final response within 15 business days of the receipt of your complaint. In exceptional circumstances, we will send you a holding reply specifying the deadline by which you will receive our response, being no later than 35 business days from the date we received your initial complaint. If you do not receive our final response or you are unhappy with our final response, you may be able to refer the matter to the Financial Ombudsman Service ("FOS"). You can contact the FOS at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by calling them on 0800 023 4567.
- 7.3 If you do refer your complaint to the FOS, this will not affect your right to take legal action.

8. Security of Payment Details

- 8.1 In this section 8, a reference to "security credentials" includes (a) any details which you use to access the Service Provider's application or service and (b) any details which you use to access your Payment Account using the Bud AI Service or the Bud PI Service.
- 8.2 You must take all reasonable steps to keep your security credentials safe and you must not disclose them or allow them to be used by anyone else. You must not leave the device you are using unattended while you are using the Service Provider's application or service and you must make sure that any security credentials stored or displayed on your device are kept secure.
- 8.3 If the device on which the Service Provider's application or service is installed is lost or stolen, or you suspect that another person knows your security credentials, you must notify us immediately at help@thisisbud.com.
- 8.4 In the event that we need to contact you in respect of suspected fraud or any other security threat, we will use the method which seems most secure.

9. Termination

- 9.1 We can terminate, restrict or suspend your access to the Bud Platform Service by immediate notice in writing (which can include email) to you at any time in the event that:
 - 9.1.1 you are in material breach of any term of these terms and/or any other agreement with us; and/or
 - 9.1.2 we suspect that you have accessed or used the Bud Platform Service for the purpose of an illegal activity; and/or
 - 9.1.3 we suspect you have given us false information; and/or
 - 9.1.4 we have concerns about the security of the Bud Platform Service; and/or
 - 9.1.5 a device is used that we do not recognise or is used in a way it was not designed for (such as "jail broken" or we detect viruses or malicious software); and/or
 - 9.1.6 we are compelled to do so pursuant to any legal or regulatory requirement; and/or
 - 9.1.7 you apply for bankruptcy or become subject of a bankruptcy petition or order.
- 9.2 We can terminate this Agreement with you for any other reason (or no particular reason) by providing you with two months' written notice.

- 9.3 You have the right to terminate this Agreement at any time without notice by contacting us using the contact details set out at section 1 above.
- 9.4 Upon termination of your agreement to these terms for any reason:
- 9.4.1 all rights granted to you under these terms will cease;
- 9.4.2 you must immediately cease all activities under these terms, including your use of the Bud Platform Service;
- 9.5 Any of these terms which are expressly, or by implication, intended to come into or continue in force on or after termination will remain in full force and effect.
- 9.6 Termination will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the terms which existed at or before the date of termination or expiry.

10. Our liability to you

- 10.1 We will comply with our legal and regulatory obligations to prevent unauthorised access to the Bud Platform Service and we will accept liability for loss and/or damage to you resulting from any unauthorised access to the Bud Platform Service, provided that such loss and/or damage could have been reasonably foreseen by us at the time that you agreed to be bound by these terms.
- 10.2 However, you will be responsible for any losses arising from unauthorised access if we reasonably believe that:
 - 10.2.1 you negligently, or intentionally, failed to take all reasonable precautions to keep safe, and prevent fraudulent use of your devices and/or security information (in accordance with section 8 above); and/or
 - 10.2.2 you acted fraudulently; and/or
 - 10.2.3 you are aware of the Bud Platform Service being accessed without authority but fail to inform us promptly (in accordance with section 8 above).
- 10.3 We will not be liable to you for any loss or damage if another bank, building society, payment provider or one of our product partners is responsible for such loss or damage.
- 10.4 We will not be liable for any loss or damage that you may suffer because of any abnormal or unforeseeable circumstances outside our of reasonable control which would have been unavoidable despite all efforts to the contrary, for example, any delay or failure caused by problems with another system or network, any breakdown or failure of transmission, communication, data processing or computer facilities, mechanical breakdown, an act of state or government, war, riot or terrorism, any act of God, the suspension of any market, postal or other strikes or similar industrial action or any prevention from or hindrance in obtaining any materials, energy or other supplies necessary for the performance of our obligations under these terms.
- 10.5 We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 10.6 We will have no liability for refusing any application submitted by you to register for use of the Bud Platform Service or any other product or service we may provide.
- 10.7 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, or the negligence of our employees, agents, or subcontractors, for fraud or fraudulent misrepresentation.
- 10.8 We do not exclude or limit our liability for any failure to perform duties that we owe to you under the Payment Services Regulations 2017 or under the rules of the FCA.
- 10.9 The products and services provided by your Service Provider, Account Provider, any Distributor and/or Third Party Provider are addressed by the agreements that you have with each of them. As a result, we have no liability for the products and services provided to you by your Service Provider (except in the event that your Service Provider is operating as an agent of Bud for the provision of account information services), any relevant Account Provider, any Distributor or any other Third Party Provider and are not liable to you for any harm, damage or loss arising from your access or use of those products and services.

11. General

- 11.1 These terms are in English and any communications we send to you will be in English. You agree that all communications that we may need to send to you may be sent electronically and you agree that we have no obligation to send communications in paper form (other than in respect of legal proceedings).
- 11.2 The provisions of these terms are personal to you and you cannot assign or transfer any of your rights or obligations under them. We can assign or transfer our respective rights and/or obligations under these terms.
- 11.3 If any provision of these terms is or becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of any other provision of these terms.
- 11.4 These terms are made between you and us. No other person shall have any rights to enforce any of its terms.
- 11.5 As our agreement with you has no fixed end date, from time to time we need to be able to make changes to these terms or to the Bud Platform Services. We will give you at least two months' notice of such changes. You must choose whether you agree to the new terms or not. If you do not want to agree to the change, you must stop using the Bud Platform Service. Your continued use of the Bud Platform Service following the expiry of the notice period will be understood as your acceptance of the new terms and conditions. During the term of this Agreement, you may request a copy of the current form of these terms and we will provide you with a copy.
- 11.6 These terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland you may also bring proceedings in Scotland.



PAYMENT SCHEDULE

The fees shall be as stated in the G-Cloud Call Off Contract.

GENERAL TERMS FOR TRANSUNION SERVICES
(VERSION T39-OM1 10/25)

1
1.1

DEFINITIONS AND INTERPRETATION

In this Agreement (unless the context requires otherwise) the following terms have the following meanings:

“Agreement Effective Date” means (unless otherwise stated in the Primary Schedule) the earlier of (i) the Agreement Signature Date; and (ii) the Service Start Date.

“Agreement Signature Date” means the date of signature of this Agreement or, if signed by the parties on different dates, the date of the last signature.

“Applicable Law” means any law, statute, statutory instrument, bylaw, order of a court of competent jurisdiction and any requirement of any regulatory, fiscal or governmental body to which the relevant party is subject, in all cases to the extent in force from time to time and which applies to the relevant party in undertaking any relevant activity pursuant to or in connection with the Agreement.

“Authorised Data Processor” means any third party expressly identified as an Authorised Data Processor in the Primary Schedule.

“Authorised Group Company” means in relation to the Client, any other company expressly identified as an Authorised Group Company in the Primary Schedule with which it is under Common Control. A company expressly identified as an Authorised Group Company in the Primary Schedule shall only be an Authorised Group Company for so long as it is a company under such Common Control.

“Batch Services” means such part of the Services described as “Batch Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Claims Management Company” means any person: (i) carrying out one or more of the activities set out in sections 89G to 89M of the Financial Services and Markets Act 2000 (Claims Management Activity) Order 2018; and (ii) not falling within any of the exemptions at section 89N of that Order.

“Client” means the person or organisation named as the Client on the front page of this Agreement.

“Client User Data” shall mean all and any data relating to a Client User’s access to the Services, including such data provided to TransUnion to enable the provision of the Services to the Client (for example, to enable TransUnion to create and allocate Client User log ins).

“Client Users” shall mean those members of staff of the Client, and those members of staff of any Authorised Data Processor or any Authorised Group Company who are authorised by the Client to access the Services.

“Common Control” means where one person Controls another or when two persons are Controlled by a third party, in all cases whether directly or indirectly.

“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 and the Documentation, and in the case of TransUnion’s obligations, the term Confidential Information shall be deemed to include the Input.

“Consultancy” means such part of the Services described as “Consultancy” in a Service Schedule, including (where applicable) the Output of such Services.

“Control” means in relation to a company, the power of a person to secure that the affairs of the company are conducted in accordance with the wishes of that person (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other company; or (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other company.

“Data Management Services” means such part of the Services described as “Data Management Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Data Protection Legislation” has the meaning given in section 3(9) of the Data Protection Act 2018, together with any other applicable legislation relating to the processing of personal data; and **“personal data”**, **“process”**, **“processor”**, **“controller”**, **“personal data breach”** and **“data subject”** shall have the meanings given to such terms in the Data Protection Legislation.

“Documentation” means all user guides provided by TransUnion to the Client in respect of the Services.

“EEA” means the European Economic Area, as constituted from time to time.

“ER Regulations” means, as relevant: (i) the Representation of the People (England and Wales) Regulations 2001; (ii) the Representation of the People (Scotland) Regulations 2001; (iii) the Representation of the People (Northern Ireland) Regulations 2008; and (iv) the Registration of Electors Regulations 2003 (regulations enacted within the Isle of Man).

“Event of Force Majeure” means any cause beyond the reasonable control of the affected party, including any acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, collapse of buildings, fire, explosion, accident, terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, sonic boom or electromagnetic pulse, industrial action, failure in telecommunications services or unauthorised interference with either party’s systems or services via the internet, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, in all cases including any consequences of, any governmental, regulatory, judicial or industry act undertaken, decision taken or guidance given in response to or otherwise in connection with, any such events or circumstances.

“FCA” means the Financial Conduct Authority or successor organisation fulfilling a materially similar regulatory function.

“FSMA” means the Financial Services and Markets Act 2000.

“General Terms” means these General Terms for TransUnion Services.

“Input” means all source data, materials and instructions made available to TransUnion pursuant to this Agreement (including, in respect of any Online Services, data input onto TransUnion’s databases) by (or on behalf of) the Client to enable provision of the Services.

“IPR” means all copyright and related rights, database rights, trade marks, service marks, trade, business and domain names, rights in trade dress, get-up, goodwill or to sue for passing off, rights in designs, patents or confidential information (including know-how and trade secrets) and any other intellectual property rights, registered or unregistered, in any part of the world.

“Minimum Security Standards” means the minimum information security standards to be met by both parties as specified by TransUnion from time to time as the Minimum Security Standards on the web page <https://www.transunion.co.uk/legal/client-minimum-security>.

“Notes” means any additional terms and conditions relating to the charges which are identified as Notes in the Payment Schedule.

“Online Services” means such part of the Services described as “Online Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Output” means any and all data, scores, results, reports, documents, specifications, flags, models, attributes, software, leads and other materials and information (and all updates of them) in any form to be made available to the Client by or on behalf of TransUnion, including the output from the Services and such output as is described in this Agreement, whether or not appended to the Input.

“Permitted Purpose” means, in respect of the Services, the relevant purpose described as such in the relevant Service Schedule.

“Portfolio Services” means such part of the Services described as “Portfolio Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Prohibited Material” means anything pornographic, sexually explicit, offensive, racist, obscene, abusive, violent, criminal, defamatory, unlawful or illegal, and any other type of material specified as Prohibited Material in the relevant Service Conditions.

“Prohibited Use” means any use of the Output in connection with (i) tax evasion or aggressive tax avoidance schemes; (ii) private investigation services; (iii) direct marketing; (iv) any Prohibited Material; or (v) any other activity specified as a Prohibited Use in the relevant Service Conditions; in each case except to the extent expressly and specifically permitted in the relevant Service Schedule.

“Services” means the services specified in any Service Schedules that form part of this Agreement, including provision of the Output (to the extent available on relevant databases) and, where applicable, Documentation and Consultancy by TransUnion to the Client including, where agreed between the parties, access to TransUnion’s Websites.

“Service Conditions” means, in respect of particular Services, the relevant additional terms and conditions described as Service Conditions in a Service Schedule and/or the Primary Schedule.

“Service Start Date” means (unless otherwise stated in the Primary Schedule) the earlier of (i) the date of commencement by TransUnion of, or the Client’s use of (as the case may be), the Services falling within the scope of this Agreement (as logged by TransUnion’s systems); and (ii) 30 days after the Agreement Signature Date.

“Territory” means the United Kingdom, or such other geographical area(s) that may be specified in this Agreement.

“TransUnion” means TransUnion International UK Limited or (where applicable) another member of the TransUnion Information Group that is involved in provision of the Services, as identified on the front page of this Agreement.

“TransUnion’s Websites” means all and any areas of internet websites operated by TransUnion from time to time inaccessible to a public user.

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

“Year” means (i) in respect of the first Year, the period commencing on the Agreement Effective Date until the day before the Year 2 Start Date; and (ii) thereafter, each period of twelve consecutive months commencing on the Year 2 Start Date and each anniversary of that date.

“Year 2 Start Date” means (unless otherwise stated in the Primary Schedule) the first anniversary of the Service Start Date.

References to **“Primary Schedule”**, **“Service Schedule”** and **“Payment Schedule”** shall mean those Schedules identified as such within this Agreement (where applicable), as listed on the front page of this Agreement.

The Schedules and their contents form part of this Agreement. The order of precedence shall be as described on the front page of this Agreement.

The headings in this Agreement are for convenience only and do not affect its interpretation.

A reference to a statute or statutory provision shall be construed as reference to it as from time to time amended, consolidated, modified, extended, re-enacted or replaced and includes all statutory instruments, notices or orders made under it.

References to clauses and Schedules are to the clauses and Schedules to this Agreement. References to paragraphs are to the paragraphs within the Schedules.

GENERAL TERMS FOR TRANSUNION SERVICES
(VERSION T39-OM1 10/25)

- 1.7 References to any gender includes all genders and the singular includes the plural and vice versa.
- 1.8 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 Agreement Effective Date.
- 2.2 Subject to earlier termination in accordance with its terms, this Agreement shall continue for the duration specified in the Primary Schedule.
- 3 SUPPLY OF THE SERVICES AND INPUT**
- 3.1 TransUnion warrants that it shall use reasonable care and skill in the provision of the Services.
- 3.2 As the Services are generic in nature and are provided as part of TransUnion's standard service offering, TransUnion may, from time to time, change the form and content of the Services and/or (as the case may be) upgrade or modify any of the methods used to access the Services, including by way of a new minor version release. In such circumstances, TransUnion shall use reasonable endeavours that would be expected of a reputable business 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 (including computer hardware, software and communications equipment) to obtain access to the Services.
- 3.4 For API deliveries (as identified within a Service Schedule), TransUnion only supports the current plus one previous Major Release of the API at any time ('**Supported API**'). The Supported API includes any Minor Release within a Major Release. For the purpose of this clause 3.4, '**API**' means the application programming interface (including the TransUnion Cosmos™ API) used to access TransUnion's Services, '**Major Release**' means v1.0, v2.0, v3.0 and so on, and '**Minor Release**' means v1.1, v2.1, v3.1 and so on. The Client must operate a Supported API version. All new API versions, whether a Major Release or a Minor Release, must be implemented by the Client within six months of release by TransUnion (unless otherwise agreed in writing between the parties).
- 3.5 The Client shall provide the Input in the format agreed between the parties. If the Input is not received by TransUnion in that format, the Client will either promptly resubmit it in the agreed format or ask TransUnion to correct it at the Client's expense (the charges for which shall be agreed between the parties).
- 3.6 The Client is responsible for the delivery of the Input to TransUnion, where this is required to enable provision of the Services.
- 3.7 The Client agrees to retain a copy of the Input so that TransUnion does not hold the Client's only copy of the Input.
- 3.8 The Client acknowledges that it is not technically possible to guarantee uninterrupted access to Services provided over the internet. Accordingly, without prejudice to clause 3.1, TransUnion does not warrant or represent that the Services will be uninterrupted or continuously available.
- 3.9 TransUnion may, at its discretion, grant the Client access to one or more Services via TransUnion's customer test site ("**CTest**").
- 3.10 The Client acknowledges that CTest contains both fictitious data relating to fictitious individuals and personal data relating to real data subjects. Accordingly, Clause 8 of the General Terms shall apply to the Client's use of the Services via CTest.
- 3.11 The Client agrees to comply with TransUnion's rules and guidance on accessing CTest (as varied from time to time) (a copy of which shall be made available to the Client upon request).
- 3.12 Where the Client has been granted access to the Services via CTest, use of the Services via CTest, shall be limited to (i) application integration testing to test an API link; and/or (ii) testing the functionality of the Services within the CTest environment (as the case may be). Use of the Services via CTest for any other purpose, including any live, commercial purposes, is strictly prohibited.
- 4 DOCUMENTATION**
- 4.1 Unless otherwise stated in a Service Schedule, where Documentation is made available to the Client pursuant to this Agreement, TransUnion grants to the Client a non-exclusive, non-transferable licence to use the Documentation, with effect from the Agreement Effective Date and for the duration of the licence of the Output contained in clause 5.1, for the sole purpose of enabling the Client to (i) receive any Online Service; or (ii) make use of the Output of any Consultancy, Batch Service, Portfolio Service or Data Management Service.
- 4.2 Subject to clause 12.6.2, the Client may make such number of copies of the Documentation made available to it under clause 4.1 as are necessary for the purpose described in clause 4.1, together with one copy of each for back-up and security purposes.
- 5 USE OF THE ONLINE SERVICES AND BATCH OUTPUT**
- 5.1 Subject to clause 12, TransUnion:
- 5.1.1 licenses the Client to use the Online Services with effect from the relevant Service Start Date for the Online Services and for the duration of this Agreement for the Permitted Purpose only. The Client shall not use the Online Services for any other purposes whatsoever; and
- 5.1.2 grants to the Client a non-exclusive, non-transferable licence to use the Output of any Consultancy, Batch Service, Portfolio Service or Data Management Service for the Permitted Purpose only for a period of twelve months from the date of receipt thereof by the Client (or such other period as may be expressly stated in an applicable Service Schedule). The Client shall not use the Output of the Consultancy, Batch Service, Portfolio Service or Data Management Service for any other purposes whatsoever.
- 5.2 The Output cannot be used for any Prohibited Use.
- 5.3 The Client shall not sell, transfer, distribute, lease, charge or otherwise make the Services (including the Output) available to, or use the same on behalf of, any third party.
- 5.4 Where the Client accesses the Services (and/or receives the Output) via a third party appointed by the Client, the Client acknowledges that the third party is responsible for ensuring that any such Services (and/or Output) are not affected by the fact that the Services are utilised (or the Output is processed) via the third party and that TransUnion cannot be responsible for any defects or delay in the Services as a result of the Services being accessed via (or the Output being processed by) the third party rather than being accessed (or received) direct from TransUnion.
- 5.5 The Client warrants that it shall not be a Claims Management Company or carry out any activities analogous to those of Claims Management Company at any time during the term of this Agreement. Breach of this clause 5.5 shall be a material breach for the purposes of clause 12.4.1 of this Agreement.
- 5.6 The Client acknowledges and agrees that the data comprised within the Services and Output is based on information provided to TransUnion by third parties over whom TransUnion has no control. Therefore, TransUnion can give no warranties or representations as to the accuracy or the completeness of the Output.
- 5.7 TransUnion makes no warranties or representations as to the suitability of the Output for any particular purpose. Given the nature of the Services, TransUnion recommends that the Client does not use the Services as the sole basis for any business decision.
- 6 OWNERSHIP**
- 6.1 All IPR in the Input (in the form received from the Client) shall at all times remain vested in the Client (or its third party licensors) and TransUnion shall acquire no rights in it save as expressly provided in this Agreement.
- 6.2 All IPR in the Output and the Services (excluding any part that is comprised of Input in the form received from the Client) shall at all times remain vested in TransUnion (or its third party licensors) and the Client shall acquire no rights in them save as expressly provided in this Agreement.
- 6.3 The Client grants to TransUnion a non-transferable, non-exclusive licence to use and copy the Input to enable TransUnion to provide the Services and to carry out its obligations under this Agreement.
- 6.4 The Client warrants that: (i) it has the right to license the Input to TransUnion for the purposes of this Agreement; and (ii) use of the Input pursuant to and in accordance with this Agreement, will not infringe the IPR of any third party.
- 6.5 Subject to clause 6.4, TransUnion warrants that it has the right to make the Output available to the Client for the purposes of this Agreement and has obtained the benefit of all necessary licences, consents and permissions that it is aware are necessary to facilitate this Agreement.
- 7 COMPLIANCE WITH LAWS**
- 7.1 TransUnion and the Client shall at all times in respect of the subject matter of this Agreement comply with all Applicable Law including the Data Protection Legislation, the FSMA and the Regulations (as defined below).
- 7.2 The Client acknowledges that the supply of the Services by TransUnion 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 and other information, 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), the regulatory policy, principles, codes and guidelines set down by the FCA and the ER Regulations (collectively "**the Regulations**") and that the Regulations may change from time to time. The Client agrees that TransUnion may cease providing the whole or part of the Services if necessary in order to enable TransUnion to comply with the Regulations in which case TransUnion 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 the Services as may be required by any regulator of the Client from time to time. Except as stated in the Service Conditions by express reference to this clause 7.3, TransUnion is not responsible for retaining such information.
- 8 SECURITY, SET UP, ADMINISTRATION AND DATA PROTECTION LEGISLATION**
- 8.1 Each party shall comply with the Minimum Security Standards in place from time to time in respect of the subject matter of this Agreement.
- 8.2 Where the Client is granted access to TransUnion's Websites it shall not access or attempt to access any part of TransUnion's Websites that the Client does not have express authority to access.
- 8.3 Other than links to TransUnion's privacy notices, the Client shall not carry out any linking of pages of any of TransUnion's Websites, nor shall it incorporate any part of TransUnion's Websites as part of the Client's own website or that of any other party.
- 8.4 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 the Services or any of TransUnion's Websites.
- 8.5 The Client is responsible for set up and administration of organisational structures, user IDs and passwords in relation to its use of the Services.

GENERAL TERMS FOR TRANSUNION SERVICES
(VERSION T39-OM1 10/25)

- 8.6 The Client shall provide details of all Client Users to TransUnion so that TransUnion can set up accounts for and issue user credentials to those Client Users to enable them to access the Services. The Client shall remain responsible for the actions of Client Users who have been issued with credentials until such time that a Client User's access has been disabled. For operational reasons (including user account lockouts, password resets and/or expirations due to lack of account activity), or for security reasons (including prevention of incidents and/or detection of irregular activity that may, if not acted upon, breach the security processes set up to protect the Services), TransUnion may change Client User credentials at any time.
- 8.7 The Client shall ensure that each Client User keeps their user credentials for the Services confidential. Client User credentials shall not be shared between individuals.
- 8.8 The Client agrees that use of the Services shall be limited to specialist operators for use in accordance with the Permitted Purpose, and that the Client shall therefore ensure that all Client Users have received appropriate training before they are allowed access to the Services. To the extent that TransUnion provides Documentation in respect of the Services, the Client shall include such Documentation as part of its Client User training programme.
- 8.9 The Client acknowledges that TransUnion acts as a controller in respect of any personal data contained within the Client User Data held by or on behalf of TransUnion. TransUnion shall process such personal data in accordance with the notice displayed on the TransUnion Website, at <https://www.transunion.co.uk/legal/privacy-centre> or such URL as is notified to the Client from time to time. The Client agrees to make the notice available to the Client Users in an appropriate manner so they are aware of TransUnion's processing of such data.
- 8.10 Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with this Agreement.
- 8.11 Without prejudice to clause 6.3, and save as provided in any Service Schedule, given TransUnion's significant degree of decision-making control and autonomy in determining the purposes and means by which the personal data (including the Input and Output) is processed pursuant to this Agreement, and decisions regarding the legal basis of any such processing, the parties acknowledge and agree that TransUnion acts as a controller (and not a processor) in relation to, and for the duration of, the processing of personal data, by it or any third party acting on its behalf, in connection with this Agreement.
- 8.12 As TransUnion has no direct relationship with the data subjects whose personal data is contained in the Input, in order for TransUnion to meet its transparency obligations under GDPR Article 14, it is a condition of the Client receiving the Services pursuant to this Agreement, that where, in accordance with this Agreement, TransUnion is acting as a controller in relation to the Input, the Client shall provide each data subject whose personal data is contained in the Input with access to the relevant TransUnion privacy notice as listed at <https://www.transunion.co.uk/legal/privacy-centre>. Details of which privacy notice should be used in relation to each TransUnion service are available from TransUnion on request.
- 8.13 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk arising from its processing of personal data in connection with this Agreement, including as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In assessing the appropriate level of security each party shall take into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss or alteration of personal data and of unauthorised disclosure of, or access to, personal data.
- 8.14 To the extent that this Agreement expressly permits third parties to be given access to any personal data in the Output, the Client shall, before providing such access and periodically while such access persists, perform such due diligence checks on those third parties as are required in order to comply with good industry practice and Applicable Law. The Client shall not permit a third party to access the personal data if it does not satisfy, or ceases to satisfy, those checks.
- 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 it in strictest confidence and not make it available to any third party;
- 9.1.2 only use it for the purposes of this Agreement and ensure that only those of its employees who need to know have access to it; and
- 9.1.3 ensure that, before any employee is allowed access to it, the duty of confidentiality under this clause 9 is brought to such employee's 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;
- 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 before 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;
- 9.3.3 it was lawfully disclosed to the receiving party by any third party on a non-confidential basis and is not, to the receiving party's knowledge, the subject of any restriction as to its use or disclosure imposed by or on that third party at the time of provision;
- 9.3.4 the receiving party is obliged to disclose it by Applicable Law, by any court of competent jurisdiction or any regulatory body provided that (where permitted by Applicable Law) it gives the disclosing party reasonable notice of such disclosure and the reason for the disclosure;
- 9.3.5 provision of the Services requires TransUnion to make the Confidential Information available to sub-contractors, infrastructure providers 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 Notwithstanding any other term of this Agreement neither party limits or excludes liability for fraud or fraudulent misrepresentation or for death or personal injury arising from its negligence. Clauses 10.2 to 10.9 (inclusive) are subject to this clause 10.1.
- 10.2 Neither party shall be liable for any special, indirect or consequential loss or damage arising out of or in connection with this Agreement or its subject matter (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) even if that party had notice of the possibility of such loss.
- 10.3 Neither party shall 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 (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) even if that party had notice of the possibility of such loss.
- 10.4 The entire aggregate liability of each party in respect of all claims arising out of or in connection with this Agreement or its subject matter (other than, in respect of each party, those claims to which clauses 10.5 and 10.6 relate, and in the case of the Client, those claims to which clause 10.7 relates) in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed an amount equal to (i) the sums received by or due to TransUnion from the Client under this Agreement during that Year; or (ii) £5,000, whichever is the greater.
- 10.5 The entire aggregate liability of each party in respect of all claims arising out of or in connection with its breach of (i) clause 7, (ii) clause 8; and/or (iii) clause 9 of this Agreement in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £1,000,000 (one million pounds sterling).
- 10.6 The entire aggregate liability of each party in respect of all claims arising out of or in connection with its breach of clause 6 of this Agreement in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £1,000,000 (one million pounds sterling).
- 10.7 Clauses 10.2 to 10.6 (inclusive) shall not limit or exclude the Client's liability in respect of any loss incurred arising out of or in connection with the Client's breach of clause 5 and the Client's entire liability in respect of such claims in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), shall not exceed £20,000,000 (twenty million pounds sterling).
- 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 Applicable Law.
- 10.9 The Client acknowledges that the Services may contain test data entries, details of which are available from TransUnion upon request. TransUnion 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 the test data entries.
- 11 PAYMENT AND COSTS**
- 11.1 The Client will pay TransUnion's charges for the Services as set out in the Payment Schedule within 30 days of the date of TransUnion's invoice.
- 11.2 All sums due under this Agreement must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Applicable Tax which is required by law).
- 11.3 Subject to prior written consent from the Client (not to be unreasonably withheld or delayed), the Client shall reimburse TransUnion for those reasonable expenses incurred during performance of the Services by TransUnion's employees and consultants in accordance with TransUnion's expenses policy in place from time to time. Such expenses shall be invoiced to the Client monthly in arrears and shall be paid by the Client within 30 days of the date of TransUnion's invoice.
- 11.4 Any applicable value added, sales or other tax ("**Applicable Tax**") is to be paid by the Client at the prevailing rate on all sums due under this Agreement. All sums quoted in this Agreement are exclusive of any Applicable Tax.
- 11.5 Following the expiry of the first Year of this Agreement, TransUnion may increase the charges payable hereunder once in every Year during the continuance of this Agreement. Any such increase shall not exceed the increase (expressed as a percentage) in the Consumer Price Index since the later of the Agreement Signature Date or since the date of the last increase (if any) in TransUnion's charges. If the Consumer Price Index ceases to be published, then TransUnion and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).
- 12 SUSPENSION & TERMINATION**
- 12.1 If, in relation to the Services, the Client breaches clause 5.1 or 5.3 of this Agreement or any other applicable licence restrictions under this Agreement, TransUnion may suspend the Services, including suspension of the licence to use any Output. For the avoidance of doubt, any such suspension pursuant to this clause 12.1 shall not affect the Client's obligations under

GENERAL TERMS FOR TRANSUNION SERVICES
(VERSION T39-OM1 10/25)

- clause 11.
- 12.2 Where any charges have not been paid in accordance with clause 11.1, or where fees are payable in advance of performance of the Services and such payment has not been made, TransUnion may suspend the performance of such Services until the relevant payment has been received.
- 12.3 TransUnion may also suspend the Services, including suspension of the licence to use any Output, 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 TransUnion or the Client may terminate this Agreement and/or (regardless of this Agreement having already expired or terminated) any continuing licence under clause 5.1.2 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);
- 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 party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or (being a company or limited liability partnership), is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or (being an individual), is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership), has any partner to whom any of the foregoing apply.
- 12.5 On termination or expiry of this Agreement, TransUnion shall cease provision of the Services.
- 12.6 On termination or expiry of this Agreement or an applicable licence contained in clause 5.1 (whichever is the later) for whatever reason, the Client shall (subject to clause 12.8):
- 12.6.1 immediately cease using the Online Services and any Output;
- 12.6.2 promptly destroy, delete or return to TransUnion any Output, Documentation and any other materials provided by TransUnion relating to the Services (and all copies thereof) which remain in the possession or control of the Client; and
- 12.6.3 (upon request) provide TransUnion with a certificate of compliance with this clause 12.6 signed by a duly authorised officer.
- 12.7 Save where this Agreement is terminated by TransUnion pursuant to clause 12.4, the Client shall not be required to comply with clause 12.6 until the expiry or termination of the licence period applicable to the relevant Output.
- 12.8 Each party acknowledges that they may each have 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. For the avoidance of doubt, such purposes shall be deemed to include use of the Output to the extent reasonably necessary to enable the Client to proceed with investigations and/or prosecutions or otherwise as may be reasonably necessary to enable the Client to establish, exercise or defend its legal rights. 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 upon termination or expiry or otherwise. For the avoidance of doubt:
- 12.8.1 to the extent that the Retained Data are 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
- 12.8.2 to the extent that the Retained Data are Output or information derived from it, such data may not be used by the Client for any live operational purposes (whether such use was within the scope of the Permitted Purpose or otherwise) after the date of termination or expiry of the applicable licence contained in clause 5.1.
- 12.9 TransUnion may terminate provision of any element of the Services (and the corresponding elements of the Output) immediately on notice in the event that TransUnion or its licensor ceases, for any reason, to have the right to make such Services and/or Output available. TransUnion 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:
- 12.9.1 a pro rata refund of any charges paid in advance for the terminated Services in respect of any period after the date of termination to the extent that such Services have not yet been performed; and
- 12.9.2 an appropriate variation to the terms of this Agreement for provision of the unaffected Services.
- 12.10 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, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and clauses 15 to 23 (inclusive) shall continue after termination or expiry of this Agreement in accordance with their terms.
- 13 AUDIT**
- 13.1 Each party shall, subject to receipt of reasonable prior written notice from the other, permit a reasonable number of the other party's authorised employees and other representatives, including any competent regulatory authority, to have reasonable access during normal business hours to its relevant premises, documents and operations for the sole purpose of auditing compliance with this Agreement. The relevant premises, documents and operations are those which contain or might reasonably be expected to contain evidence of the host party's compliance or non-compliance with any term of this Agreement, but this clause does not entitle the visiting party to inspect any information which is (i) commercially sensitive, (ii) confidential for bona fide reasons of security or because of bona fide confidentiality obligations owed to a third party, or (iii) protected by legal privilege. The parties acknowledge that, where appropriate and agreed by the parties, audits and inspections under this clause 13.1 may be conducted virtually.
- 13.2 If either party exercises its right of audit under clause 13.1 it shall: (i) comply with the host party's reasonable safety and security rules and regulations in place from time to time; (ii) use reasonable endeavours to restrict its presence on the host party's premises to a maximum of two days; and (iii) reimburse the host party for all damage, losses, costs, claims demands and expenses suffered by the host party that are directly attributable to the visiting party's (or its authorised representatives') acts or omissions in exercising the right of audit.
- 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 its obligation to make payment) arising from any Event of Force Majeure.
- 14.2 The party affected by the Event of Force Majeure shall use reasonable endeavours to mitigate the impact of such 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-affected party may terminate this Agreement immediately by serving notice on the other and neither party shall be liable to the other by reason of such termination.
- 15 COUNTERPARTS, ELECTRONIC SIGNATURE AND VARIATION**
- 15.1 This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement, and either party may enter into this Agreement by executing a counterpart.
- 15.2 This Agreement (and, where applicable, each counterpart) may be executed by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed by electronic means as if the original had been received.
- 15.3 Any amendment, modification, variation or supplement to this Agreement (a "**Variation**") must be made in writing and signed by an authorised signatory of each party. References to the execution of this Agreement in clauses 15.1 and 15.2 shall also apply to the execution of any Variation to it.
- 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 TransUnion (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. Neither party is deemed to be the agent of the other for any purpose and neither has the power or authority to bind the other or to contract in the name of the other.
- 19 ENTIRE AGREEMENT**
- 19.1 This Agreement sets out the entire agreement between the parties in relation to its subject matter and supersedes all previous written or oral agreements, representations, understandings, warranties, conditions or arrangements between the parties in relation to that subject matter.
- 19.2 Each party acknowledges and agrees that in entering into this Agreement it has not relied on any statement, representation, assurance, condition or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 19.3 Nothing in this clause 19 shall exclude or limit any liability of the parties arising as a result of any fraud or fraudulent misrepresentation.
- 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.

GENERAL TERMS FOR TRANSUNION SERVICES
(VERSION T39-OM1 10/25)

- 21 NOTICES**
- 21.1 Any notice issued by the Client purporting to terminate this Agreement, whether in whole or in part, including any notice to terminate any Service Schedule or otherwise to terminate the right to receive services under this Agreement (in each case a "**Termination Notice**"), must be sent by email to the following address: UKContractTermination@transunion.com (or such other email address as is notified to the Client from time to time).
- 21.2 Save as set out in clause 21.1, all notices, requests, consents and authorisations given pursuant to this Agreement must be in writing and delivered by hand or sent by pre-paid first class mail, courier, Royal Mail Signed for 1st Class mail or Royal Mail Special Delivery Guaranteed mail and, where TransUnion is the recipient, be sent to its registered office address specified in the Primary Schedule (or such other address as is notified to the 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 Primary Schedule (or such other trading address as is notified to TransUnion from time to time).
- 21.3 Subject to clause 21.5, any correctly addressed Termination Notice given pursuant to this Agreement shall be deemed to have been received at the time of transmission of the email containing the Termination Notice.
- 21.4 Subject to clause 21.5, any correctly addressed notices, requests, consents and authorisations given pursuant to this Agreement shall be deemed to have been received as follows:
- 21.4.1 if delivered by hand, on signature of a delivery receipt;
- 21.4.2 if sent by pre-paid first class mail, Royal Mail Signed for 1st Class or Royal Mail Special Delivery Guaranteed at 9.00am on the second day after posting;
- 21.4.3 if by courier, at the time recorded by the delivery service.
- 21.5 If deemed receipt under clauses 21.3 or 21.4 would occur outside Agreed Business Hours in the place of receipt, it shall be deferred until Agreed Business Hours first next resume. In this clause 21.5, "**Agreed Business Hours**" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the United Kingdom.
- 21.6 The provisions of clauses 21.1 to 21.5 shall not apply to the service of any proceedings or other documents in any court, tribunal or other legal action or, where applicable, any arbitration, mediation or other method of dispute resolution facilitated by a third party
- 22 GOVERNING LAW AND JURISDICTION**
- 22.1 The formation, existence, construction, performance, validity and all other aspects of this Agreement, any term of this Agreement and 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 to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation, existence, construction, performance, validity and 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 available to the parties in connection with 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 Except as stated in the Service Conditions by express reference to this clause 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.
- 24 REFERENCE SITE AND CASE STUDY**
- 24.1 TransUnion may publish the Client's name and logo, and information relating to the Services provided by TransUnion to the Client, in case studies, press releases, website content and other marketing materials provided that in each case TransUnion: (i) obtains the Client's prior written consent to any such proposed publication; and (ii) complies with any reasonable requirements specified in writing by the Client in relation to the publication, such as a requirement to comply with the Client's brand guidelines.