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 (CreditView™ Online);
- 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

TransUnion

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:	[ ]
Company Number:	[ ]
Registered Office Address:	[ ]
Telephone Number:	[ ]
E-Mail:	[ ]

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).

1. 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.

2. 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:
   2.1 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
   2.2 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.

TransUnion

SERVICE SCHEDULE
CREDITVIEW™ (ONLINE)

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. **DEFINITIONS**

In respect of this Service Schedule, the following additional definitions apply:

"**Access Period**" means (i) in relation to all CreditView Services (with the exception of the Thin File Monitoring Services), the duration of this Service Schedule; and (ii) in relation to Thin File Monitoring Services, the period of 12 months commencing on the date on which the Thin File Customer first failed TransUnion's Sign Up and Authentication Process.

"**Advertisement**" means any advertisement appearing on the Website that advertises products and services of the client and members of its group, and "**Advertises**" shall be construed accordingly.

"**Authenticated Customer**" means any individual that is entitled to use the CreditView Services having passed TransUnion's Sign Up and Authentication Process.

"**Client Advertising Material**" has the meaning given to it in Service Condition 5.2.3.

"**Client Content**" has the meaning given to it in Service Condition 5.9.1.

"**Client Marks**" means the following logos, trade names or trade marks owned or licensed by the Client and/or members of its group that the parties have agreed are to be displayed on the Website: **[To be specified]**

"**Client Products**" means any products and services of the Client and/or members of its group that are advertised on the Website.

"**Client Website Content**" has the meaning given to it in paragraph 2.2.

"**Credit Alerts**" means the generation of an email alert to an Authenticated Customer a User any time that there is a significant change to their Credit Report.

"**CreditView Services**" means the services set out in paragraph 2.2 of this Service Schedule.

"**Customer(s)**" means certain customers of the Client that: (a) are resident in the United Kingdom, the Isle of Man or the Channel Islands; and (b) the Client wishes to offer access to the Website.

"**Customer Agreement**" means an agreement entered into between the Client and a User in respect of the Client Products resulting from the display of an Advertisement on the Website (whether resulting from the User clicking through from the Advertisement to the Client's own website or otherwise).

"**Customer Data**" has the meaning given to it in Service Condition 5.3.2.

"**Dark Web Monitoring**" means the generation of an email alert to an Authenticated Customer a User in the event TransUnion becomes aware that the Authenticated Customer User's monitored data has been exposed on the deep and dark web.

"**Financial Promotion**" shall have the meaning given to such term under FSMA.

"**Go-Live**" means the Website first being available to Customers for Live Use.

"**Go-Live Date**" means the date of Go-Live.

"**Live Use**" means that Customers are able to load the Website and apply for access to the CreditView Services.

"**PECR**" means the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended from time to time.

"**Processor Request**" has the meaning given to it in Service Condition 5.3.10

"**Enhanced Score Factors**" means the identification of the key things which may be affecting the Authenticated Customer's User's TransUnion credit score and those actions that may improve it.

"**Score Simulator**" means an educational tool that allows an Authenticated Customer a User to simulate changes to their current TransUnion credit report and explore how those simulated changes might affect their credit score.

"**Sign Up and Authentication Process**" has the meaning given to it in Service Condition 5.4.1 this Service Schedule.

"**Thin File Customer**" means a Customer that only failed the Sign Up and Authentication Process because TransUnion did not hold enough credit history in order to generate the requisite number of knowledge based authentication questions required to pass TransUnion's identity verification and fraud prevention checks.

"**Thin File Information Services**" means the provision of information on the Website about the sort of actions that Thin File Customers should consider taking in order to build up more of a credit history.

"**Thin File Monitoring Services**" means: (i) the monthly checking of a Thin File Customer's credit file to ascertain whether they have developed enough of a credit history to generate the requisite number of knowledge based authentication questions required to pass TransUnion's identity verification and fraud prevention checks; and (ii) if so, sending that Thin File Customer an email inviting them to re-apply for access to the CreditView Services.

"**TransUnion Marks**" means the TransUnion, TU and CreditView™ and CreditView Dashboard™ brand names and associated logos and trade marks owned or used by TransUnion in connection with the CreditView Services.

"**URL(s)**" means the unique token URLs or unique URL as the case may be as specified in paragraph 2.3 below.

"**User**" means any individual that is entitled to use the CreditView Services having passed TransUnion's Sign Up and Authentication Process any Authenticated Customer and any Thin File Customer.

"**VoF Number**" means the dedicated telephone number provided by TransUnion (as updated from time to time) that provides Users with access to the Victim of Fraud Service.

"**Victim of Fraud Service**" means the provision of a victim of fraud helpline service that is available to Users who suspect or fall victim to identity fraud.

"**Website**" means the website provided by TransUnion from time to time that allows Customers to apply to access CreditView Services.

"**Website Invitations**" means the emails sent by the Client (or sent by TransUnion on behalf of the Client) that advertise the Website and invites Customers to sign up for the CreditView Services via the URL(s).

"**Website Invitation Service**" has the meaning given to it in Service Condition 5.3.2.

2. **DESCRIPTION OF THE SERVICES**

2.1 In this Service Schedule, the Services shall comprise the following: Provision of URL(s) at the Go Live Date to enable Customers to access the Website;

- The provision of the Website at the Go Live Date;
- The provision of the CreditView Services to Users for the Access Period;
- The provision of a monthly report that provides the Client with statistical anonymous information about Users of the Website.
- Website Invitation Service.

2.2 The CreditView Services comprise (subject to the terms of this Service Schedule):

- In relation to Authenticated Customers Users, the provision of following services via the Website:
  - the ability to obtain their TransUnion credit report and credit score;
  - summary, statistical and contextual information about their credit report and credit score;
  - the ability to raise a dispute relating to the information contained in their credit report and see the status of such disputes;
  - the display of educational information on relevant topics such as credit reports and identity fraud; and
  - any other related features that TransUnion makes available from time to time to all Authenticated Customers Users of its CreditView™ (Online Service); and

- the following CreditView Value Added Services (**"VAS"**):
- Credit Alerts; and
- Dark Web Monitoring;
- Enhanced Score Factors
- Score Simulator

- In relation to Authenticated Customers Users, the ability for the Client to display the following content on the Website ("**Client Website Content**"):
  - Client Advertisements;
  - Client educational content; and

- In relation to Thin File Customers, the provision of the following services:
  - Thin File Information Services; and
  - Thin File Monitoring Services, and

- In relation to Users, the Victim of Fraud Services.

2.3 URLs
- unique URL
- unique token URLs

3. **PERMITTED PURPOSE**

3.1 To enable the Client to offer its Customers access to the Website that allows them to request their credit report and credit score and related information.

4. **SERVICE SCHEDULE DURATION**

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

5. **SERVICE CONDITIONS**

These Service Conditions shall apply in respect of the Services.

5.1 **Provision of the Website**

5.1.1 From the Go-Live Date, TransUnion shall maintain the Website in accordance with good industry practice. TransUnion may make the Website unavailable for maintenance, updates of information and for other reasons as may be reasonably required by TransUnion. Any such maintenance will be carried out by TransUnion at times which will (in the opinion of TransUnion, acting reasonably) cause minimal disruption to the Website's availability to Users.

5.1.2 TransUnion warrants that it utilises virus checking software and takes general measures regarding virus protection to ensure the continued operability and security of the Website in accordance with good industry practice.

5.2 **Advertising the Website and the CreditView Services to Customers**

5.2.1 From the Go-Live Date, TransUnion shall generate the URL(s) and shall then make them/it available to the Client.

5.2.2 The Client shall, from the Go-Live Date, (i) advertise the CreditView Services and (ii) make the Website and the URL(s) and the VoF Number known to its Customers.

5.2.3 Any promotional materials relating to the Website, the URL(s) and/or CreditView Services including any Website Invitations (**"Client Advertising Material"**) shall be in a form created by the Client and agreed by TransUnion (acting reasonably) in writing in advance of being made available to a Customer.

5.2.4 The Client warrants that it shall obtain all necessary consents and approvals required for the Client (and/or any party acting on its behalf) to advertise the Website, the URL(s) and/or the CreditView Services to Customers and send any Website Invitations to Customers as contemplated by this Service Schedule, and that all such advertisements and communications shall comply with Applicable Law.

5.2.5 Notwithstanding the generality of Service Condition 5.2.4, the Client warrants that each intended recipient of any Electronic Mail (as defined in PECR) regarding the Website, the URL(s) and/or the CreditView Services has opted in to receiving such communications from the Client (and/or any party acting on its behalf) and the Client is the instigator of the relevant communications.

5.3 **Data Processing - TransUnion sending Website Invitations on behalf of the Client**

5.3.1 At the Client's request, TransUnion shall send Website Invitations to a list of Customers provided by the Client. In this regard, references to 'any party acting on its behalf' in the warranties contained in Service Conditions 5.2.4 and 5.2.5 shall be deemed to include TransUnion.

5.3.2 The Client acknowledges that TransUnion acts solely as processor on behalf of the Client in respect of TransUnion: (i) receiving Customer personal data such as email addresses from the Client (**"Customer Data"**); and (ii) emailing Website Invitations to such Customers (together the **"Website Invitation Service"**). The Client acknowledges that it is a controller in respect of any personal data about Customers that it provides to TransUnion for this purpose and any communications that TransUnion sends to such Customers on behalf of the Client.

5.3.3 For the purposes of TransUnion providing the Website Invitation Service, this Service Condition 5.3 shall take precedence over clause 8 of the General Terms in the event of any inconsistency. For all other services detailed in this Service Schedule, clause 8 of the General Terms applies;

5.3.4 Save as otherwise specified in this Service Schedule, the Client acknowledges that TransUnion acts as a controller in respect of any personal data collected from individuals via the Website and any personal data that TransUnion holds relating to such Customers in its capacity as a credit reference agency.

5.3.5 Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with this Agreement.

5.3.6 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.

5.3.7 The Client will not do or omit or permit to be done any act or thing which would place or would be likely to place TransUnion in breach of any Data Protection Legislation, any other Applicable Law or any code of practice. For the avoidance of doubt, the Client retains all regulatory and legal obligations in respect of the content of the Website Invitations.

5.3.8 To the extent that TransUnion is acting as a processor of personal data on behalf of the Client in respect of the Website Invitation Service, it shall:

5.3.8.1 implement appropriate technical and organisational measures in such a manner that its processing of the personal data will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the relevant data subjects;

5.3.8.2 not engage another processor of the personal data without prior specific or general written authorisation of the Client and, where it relies on a general authorisation, inform the Client of any intended changes concerning the addition or replacement of other processors;

5.3.8.3 where it engages another processor for carrying out specific processing activities on behalf of the Client, impose obligations on that other processor that are substantially equivalent to the terms set out in this Service Condition 5.3.8;

5.3.8.4 process the personal data only on documented instructions from the Client or as otherwise required by Applicable Law;

5.3.8.5 not transfer the personal data to an international organisation or to a place outside both the United Kingdom and the European Economic Area other than on the documented instructions of the Client;

5.3.8.6 where processing personal data otherwise than on the basis of documented instructions from the Client, first inform the Client of the requirement to process it on grounds of Applicable Law, unless prohibited from doing so by Applicable Law;

5.3.8.7 ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

5.3.8.8 taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests under the Data Protection Legislation in relation to the data subjects' rights of access to personal data, rectification of personal data, erasure of personal data, restriction of personal data, data portability, objection to processing of personal data, and in relation to automated individual decision-making. Any such assistance shall be requested by the Client as a Processor Request in accordance with Service Condition 5.3.10;

5.3.8.9 notify the Client without undue delay after becoming aware of a personal data breach affecting the data being processed;

5.3.8.10 taking into account the nature of the processing and the information available to the processor, assist the Client in ensuring compliance with its obligations under the Data Protection Legislation in relation to security of processing, notification of personal data breaches to regulatory authorities and to data subjects and carrying out and consulting with regulatory authorities in relation to data protection impact assessments. Any such assistance shall be requested by the Client as a Processor Request in accordance with Service Condition 5.3.10;

5.3.8.11 at the choice of the Client (as recorded in the Data Processing Annex), delete or return the personal data to the Client after the end of the provision of the Website Invitation Service, and delete existing copies unless required to store it by Applicable Law;

5.3.8.12 make available to the Client all information necessary to demonstrate compliance with the obligations under the Data Protection Legislation in relation to the appointment and use of processors;

5.3.8.13 allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client, in accordance with clause 13 of the General Terms (Audit); and

5.3.8.14 immediately inform the Client if, in its opinion, an instruction given by the Client infringes the Data Protection Legislation or any other Applicable Law relating to data protection.

5.3.9 For the purposes of Service Condition 5.3.8.2

5.3.9.1 the Client hereby gives TransUnion a general authorisation to appoint any other processor to process the Customer Data in accordance with this Agreement;

5.3.9.2 if the Client objects to the appointment of a processor, the parties shall enter into good faith negotiations, during which time TransUnion may suspend the supply of the Website Invitation Service, with a view to agreeing an alternative processor acceptable to the Client and a variation to the Fees reflecting any consequential increase in TransUnion's costs; and

5.3.9.3 if the parties fail to reach an agreement under 5.3.9.2 within a period of 14 days, TransUnion may by written notice immediately terminate the Website Invitation Service.

5.3.10 Where the Client wishes to make a change to the Website Invitation Service (including the documented instructions) or request assistance under Service Conditions 5.3.8.8 or 5.3.8.10, the Client shall notify TransUnion in writing ("**Processor Request**").

5.3.11 As soon as practicable after receipt of the Processor Request, TransUnion shall specify whether it is able to effect the change/provide the requested assistance and if so what additional charge (if any) shall be levied on the Client.

5.3.12 Any Processor Request (and the appropriate charge to be levied) shall be agreed in writing between the parties and signed by appropriately authorised representatives.

5.3.13 For the purposes of Service Conditions 5.3.8.4 and 5.3.8.5 the terms of this Agreement (including the contents of the Data Processing Annex) are deemed to be documented instructions of the Client.

5.3.14 Nothing in this Agreement shall relieve TransUnion of its own direct responsibilities and liabilities as a processor under the Data Protection Legislation.

5.4 **Sign Up and Authentication Process**

5.4.1 The Client acknowledges that each Customer that accesses the Website must successfully complete TransUnion's sign up and authentication process (which is determined by TransUnion in its sole discretion from time to time) ("Sign Up and Authentication Process") in order to gain access to the CreditView Services.

5.4.2 The Sign Up and Authentication Process includes (but is not limited to) a requirement for the Customer to:

5.4.2.1 provide such personal information necessary for TransUnion to provide the CreditView Services and complete the checks detailed in Service Condition 5.4.2.2 below;

5.4.2.2 pass TransUnion's identity verification and fraud prevention checks;

5.4.2.3 accept the terms and conditions as displayed on the Website which shall create a relationship directly between the Customer and TransUnion;

5.4.2.4 be presented with TransUnion's privacy notice; and

5.4.2.5 (where applicable) click on the activation email, once received.

5.4.3 Not all Customers applying to access the Website will pass TransUnion's Sign Up and Authentication Process and become Authenticated Customers Users. Whilst TransUnion will use reasonable endeavours to match a Customer's details to its credit reference agency databases, the parties acknowledge that: (i) successful sign up and authentication is partly dependent on the quality of the information received; (ii) some Customers may not be able to be matched to any credit reference data held by TransUnion; (iii) some Customers may not have a sufficient credit history to generate sufficient knowledge based authentication questions to pass the Sign Up and Authentication Process; and (iv) all assessments are undertaken by TransUnion on a case by case basis in real time.

5.4.4 The Client acknowledges that TransUnion shall be under no obligation to approve or validate any Customer. Furthermore, there shall be no obligation for TransUnion to continue to provide the CreditView Services to Users and this shall be entirely at TransUnion's discretion.

5.5 **Relationship between TransUnion, the Users and the Client**

5.5.1 The contract for CreditView Services is between TransUnion and the User. The Client shall not be a party to that contract.

5.5.2 The Website will be co-branded with the Client Marks and the TransUnion Marks for the purpose of making it clear to Users that the CreditView Services are owned and provided by TransUnion and not by the Client.

5.5.3 The Client acknowledges that:

TransUnion

5.5.3.1 TransUnion is acting as a controller in respect of the provision of the CreditView Services to Users;
5.5.3.2 no personal data contained in the CreditView Services shall be transferred or disclosed to, or accessed by, the Client;
5.5.3.3 Users' access to the CreditView Services shall (where applicable) be directly via the Website (as controlled by TransUnion) and the CreditView Services shall not be integrated into the systems of the Client; and
5.5.3.4 TransUnion shall be responsible, subject to Service Condition 5.5.4 and 5.6.6, for handling any complaints made by individuals in respect of the Website and/or the CreditView Services.
5.5.4 The Client shall immediately notify TransUnion of any complaints that it receives from individuals in respect of the Website and/or the CreditView Services and shall provide such information and assistance as TransUnion may reasonably request to assist TransUnion to respond to and resolve any complaints made by individuals in respect thereof.
5.6 **Client Website Content**
5.6.1 All Client Website Content shall be in a form specified by the Client and agreed by TransUnion (acting reasonably) in writing in advance of being made available to Users.
5.6.2 The Client shall provide TransUnion with all information necessary for TransUnion to display the agreed Client Website Content on the Website.
5.6.3 The Client will ensure that the content of the Client Website Content (including information about the Client Products) complies fully with all Applicable Law (including the applicable rules under FSMA and/or the FCA Handbook relating to Financial Promotions) and the Client warrants that the Client Website Content shall not: (i) contain any Prohibited Material; and (ii) result in TransUnion being in breach of any Applicable Law (including the applicable rules under FSMA and/or the FCA Handbook relating to Financial Promotions).
5.6.4 As between the Client and TransUnion, TransUnion has no regulatory or compliance obligations, or a requirement to comply with Applicable Law, in respect of the Client Website Content (or the Client Products). Notwithstanding this, if TransUnion reasonably believes that the Client Website Content or the Client Products, may breach Applicable Law, TransUnion may remove the Client Website Content from the Website and/or disable all or any part of the Website at its absolute discretion.
5.6.5 TransUnion provides no warranties nor makes any representations or undertaking as to the number or quality of prospective Customers generated as a result of the display of any Advertisements on the Website.
5.6.6 The provision of Client Products shall be subject to the terms of the Customer Agreement between the Client and each Customer. If any complaint or dispute shall arise between the Client and any Customer in respect of Client Products, the Client shall be solely responsible for resolving such complaint or dispute and TransUnion shall have no responsibility in respect thereof save that TransUnion shall as soon as reasonably practical notify the Client of any complaints that it receives from individuals in respect of Client Products.
5.7 **Miscellaneous**
5.7.1 The Client shall indemnify TransUnion and keep TransUnion fully and effectively indemnified on demand from and against any and all losses, claims, damage, costs (including legal costs), charges, expenses, liabilities, demands, proceedings and actions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which TransUnion may sustain or incur, or which may be brought or established against it by any third party arising as a result of:
5.7.1.1 the Client Advertising Material;
5.7.1.2 [TransUnion sending the Website Invitations to Customers on behalf of the Client; and/or]
5.7.1.3 TransUnion displaying the Client Marks and/or the Client Website Content on the Website (including, but not limited to, such materials infringing the intellectual property rights of a third party); and/or
5.7.1.4 the Client's breach of service conditions 5.2.4 and 5.6.3.
5.7.2 In addition to the rights of termination contained in the General Terms, following the expiry of the Initial Period, TransUnion shall have the option to terminate this Service Schedule for convenience at any time on giving three months prior written notice to the Client.
5.8 **Intellectual Property belonging to TransUnion**
5.8.1 Title, copyright and all other intellectual property rights in the TransUnion Marks, CreditView Services, and the Website (other than the Client Website Content and the Client Marks) 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 Service Schedule.
5.8.2 TransUnion grants to the Client a non-exclusive, non-transferable, royalty-free licence for the term of this Service Schedule to use the TransUnion Marks and the URL(s) solely for inclusion in the Client Advertising Material.
5.8.3 The Client shall provide a sample copy of the documentation and/or materials that contain TransUnion Marks to TransUnion for approval prior to its use. The Client shall observe any directions given by TransUnion (including any branding guidelines) as to the colours and size of representations of the TransUnion Marks and their manner and position in relation to all advertising, promotional and other documentary material which makes use of the TransUnion Marks.
5.8.4 The Client shall not during the term of this Service Schedule: (i) use the TransUnion Marks other than as set out in Service Condition 5.8.2 above; (ii) use any mark or name confusingly similar to any TransUnion Mark on or in relation to any goods or services whatsoever; (iii) register or procure the registration of any mark the same as or confusingly similar to the TransUnion Marks as a trade mark for any goods or services or as a domain name, in each case anywhere in the world; (iv) use any TransUnion Mark in conjunction with any other marks or names without the prior written consent of TransUnion; (v) use any of the TransUnion Marks in any way which could tend to allow any of them to become generic, to lose its distinctiveness, to become liable to mislead the public or which would otherwise be detrimental to or inconsistent with the good name, goodwill, reputation or image of TransUnion; and/or (vi) use any TransUnion Mark or any name the same as or confusingly similar to any TransUnion Mark as its trade or company name.
5.8.5 All use of the TransUnion Marks (and any associated goodwill) enures to the benefit of TransUnion or its licensors (as applicable). The Client agrees that if any right, title or interest in or to the TransUnion Marks or any goodwill arising out of the use thereof, should become vested in it (whether by operation of law or otherwise) it shall hold the same in trust for TransUnion and/or its licensors (as applicable) absolutely and shall, at TransUnion's request forthwith and unconditionally assign free of charge all such right, title and interest in the TransUnion Marks to TransUnion and/or its licensors (as applicable). The Client shall execute all such documents as TransUnion may reasonably require to assign all such right, title and interest in the TransUnion Marks to it or its licensors subject to TransUnion meeting the reasonable costs properly associated with such assignment.
5.9 **Intellectual Property belonging to the Client**
5.9.1 Title, copyright and all other intellectual property rights in the Client Advertising Materials, the Client Website Content and the Client Marks (but excluding the TransUnion Marks) (**"Client Content"**) shall at all times remain vested in the Client (or its third party licensors) and TransUnion shall acquire no rights in them save as expressly provided in this Service Schedule.
5.9.2 The Client grants to TransUnion a non-exclusive, royalty-free licence for the term of this Service Schedule to use the Client Content solely for inclusion on the Website and/or to the extent necessary for TransUnion to provide the Services described in this Service Schedule.
5.9.3 TransUnion shall observe any directions given by the Client (including any branding guidelines) as to the colours and size of representations of the Client Marks and their manner and position in relation to all advertising, promotional and other documentary material which makes use of the Client Marks.
5.9.4 TransUnion shall not during the term of this Service Schedule: (i) use the Client Marks other than as set out in Service Condition 5.9.2 above; (ii) use any mark or name confusingly similar to any Client Mark on or in relation to any goods or services whatsoever; (iii) register or procure the

registration of any mark the same as or confusingly similar to the Client Marks as a trade mark for any goods or services or as a domain name (save where agreed between the parties in relation to the Services), in each case anywhere in the world; (iv) use the Client Marks in conjunction with any other marks or names without the prior written consent of the Client; (v) use any of the Client Marks in any way which could tend to allow any of them to become generic, to lose its distinctiveness, to become liable to mislead the public or which would otherwise be detrimental to or inconsistent with the good name, goodwill, reputation or image of the Client; or (vi) use any Client Mark or any name the same as or confusingly similar to any Client Mark as its trade or company name.

5.9.5 All use of the Client Marks (and any associated goodwill) enures to the benefit of the Client or its licensors (as applicable). TransUnion agrees that if any right, title or interest in or to the Client Marks or any goodwill arising out of the use thereof should become vested in it (whether by operation of law or otherwise) it shall hold the same in trust for the Client and/or its licensors (as applicable) absolutely and shall, at the Client's request forthwith and unconditionally assign free of charge all such right, title and interest in the Client Marks to the Client and/or its licensors (as applicable). TransUnion shall execute all such documents as the Client may reasonably require to assign all such right, title and interest in the Client Marks to it or its licensors subject to the Client meeting the reasonable costs properly associated with such assignment.

TransUnion

CREDITVIEW™ (ONLINE)
DATA PROCESSING ANNEX

This Data Processing Annex records certain details concerning the Processing to be performed by TransUnion acting as a processor of personal data on behalf of the Client. TransUnion may give notice to the Client of changes to the Data Processing Annex from time to time but only to the extent necessary to comply with record keeping obligations under the Data Protection Legislation.

Identity of the Processor(s) and Controller

Processor:	TransUnion International UK Limited (company number 03961870), registered office: One Park Lane, Leeds, West Yorkshire LS3 1EP.
Approved Sub Processors:	Messagelabs Limited Other UK or EEA-based companies within the TransUnion Information Group.
Controller:	**INSERT CLIENT DETAILS.**

A. Subject matter of the processing
The Website Invitation Service, as described in further detail in Service Condition 5.3 of the Service Schedule (Data Processing - TransUnion sending Website Invitations on behalf of the Client).

B. Duration of the processing
As set out in the Primary Schedule (Duration).

C. Nature and purpose of the processing
The Website Invitation Service, as described in further detail in Service Condition 5.3 of the Service Schedule (Data Processing - TransUnion sending Website Invitations on behalf of the Client).
Following receipt of the personal data from the Client (as specified in paragraph D below), TransUnion uploads the personal data to its administration tool in order to send the Website Invitations to Customers of the Client. Website Invitations (each containing the URL) are then sent out to each Customer which allows them to access the Website and apply to register for the CreditView Services.
TransUnion sends a reminder email to those Customers that did not respond to the original Website Invitation two weeks after the date of the original Website Invitation.
TransUnion also provides MI reporting to the Client relating to such Website Invitations.

D. Type of personal data being processed

- Title
- Forename
- Surname
- Email Address
- Add others

E. Categories of data subject to whom the personal data relates
Customers.

F. Security of Processing
As set out in Service Condition 5.3.6 of this Service Schedule and as further detailed within TransUnion's information security policies from time to time.

G. Transfers of personal data outside the UK
Processing by TransUnion takes place in the UK, Ireland and the Netherlands. MessageLabs Limited may process data outside the EEA as described as follows: https://www.symantec.com/content/dam/symantec/docs/privacy/email-security-cloud-transparency-notice-en.pdf
There will be no other transfers of data outside the UK except to other UK or EEA-based companies within the TransUnion Information Group and the sub-processor.

H. Ongoing Data Retention and Deletion
TransUnion shall retain the Customer personal data provided by the Client for a period of 12 months from the date the Website Invitation is sent to the Customer save where the Client requests earlier deletion of the Customer personal data, subject to the Client giving TransUnion no less than 15 days written notice.

I. Data Retention or Deletion upon Completion of the Services
On termination or expiry of this Service Schedule (howsoever arising), TransUnion shall delete all of the Customer personal data provided by the Client. The Client acknowledges that this does not include any personal data that TransUnion has collected directly from the Customer via the Website or any personal data that TransUnion holds in relation to the Customer in its capacity as a credit reference agency.
If any law, regulation, or government or regulatory body requires TransUnion to retain any documents or materials that TransUnion would otherwise be required to return or destroy, it will (unless prohibited from doing so) notify the Client in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

J. Data Protection Officer details
Data Protection Officer
TransUnion Information Group, One Park Lane, Leeds, West Yorkshire, LS3 1EP
dpo@transunion.co.uk

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 DEFINITIONS AND INTERPRETATION

1.1 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.

1.2 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.

1.3 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.

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

1.5 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.

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

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.

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 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. Each party 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.

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.