Services Agreement

This Agreement is made between:

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

(2) [CLIENT] (registered in England and Wales with company number [ ]) the registered office of which is at [ ] (the "**Client**").

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

This Agreement comprises:

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

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

Signed for and on behalf of TransUnion International UK Limited	Signed for and on behalf of [CLIENT]
…………………………………………… Signature	…………………………………………… Signature
…………………………………………… Name of authorised signatory	…………………………………………… Name of authorised signatory
…………………………………………… Position	…………………………………………… Position
…………………………………………… Date	…………………………………………… Date

For TransUnion use only:
Version: 082

PRIMARY SCHEDULE

TRANSUNION INFORMATION

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

CLIENT INFORMATION

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

CLOSED USER GROUP DATA

1. For the purpose of the following paragraphs, the following additional definitions apply:
   "**Closed User Group**" means a closed user group database comprising data provided to TransUnion by Members which is compiled and hosted by TransUnion on behalf of Members.
   "**Closed User Group Data**" means data from a Closed User Group.
   "**Closed User Group Rules**" the rules of the relevant Closed User Group (as updated from time to time), copies of which shall be made available by TransUnion upon request.
   "**Member**" means a party that TransUnion has admitted as a member of the relevant Closed User Group.
2. Notwithstanding anything to the contrary in this Agreement, access to Closed User Group Data shall only be available to Members who are making appropriate contributions to the relevant Closed User Group or are otherwise entitled to access such data in accordance with the relevant Closed User Group Rules ("**Closed User Group Access Requirements**"). The Client shall observe the relevant Closed User Group Rules when utilising Closed User Group Data.
3. To the extent the Client is accessing Closed User Group Data and subsequently is no longer entitled to access such data, TransUnion, acting reasonably and without prejudice to its other remedies, shall have the right to:
   3.1 adjust the level of Closed User Group Data returned in the Services, in compliance with the relevant Closed User Group Rules; or
   3.2 where 3.1 is not practicable, suspend and/or terminate (as the case may be) the relevant Services, by giving written notice to the Client.
4. Where suspension and/or termination of the Services results from the Client's cessation of appropriate contributions to the relevant Closed User Group, such suspension and/or termination shall not affect the Client's obligation to pay the relevant fees for those Services, which shall continue in full force and effect.

5. **SHARE**
   5.1 For the purpose of the following paragraphs, the following additional definitions apply:
   "**Consumer Account Performance Data**" means data derived from the Member's operation of its consumer credit accounts.
   "**Credit Data Industry Regulator**" means the entity that regulates the use and sharing of credit performance data in the UK, presently the Steering Committee on Reciprocity ("**SCOR**") which is an unincorporated committee.
   "**Principles of Reciprocity**" means the Closed User Group Rules established by the Credit Data Industry Regulator which govern the use of shared data in the credit industry, presently available at https://www.scoronline.co.uk/.
   "**SHARE**" means the Closed User Group comprising Consumer Account Performance Data.
   5.2 The Client acknowledges that the use of SHARE data is governed by the Principles of Reciprocity.
   5.3 Without prejudice to any other term of this Agreement, the Client shall ensure that within the constraints of the Permitted Purpose, the category(ies) of SHARE data accessed by the Client as part of the Services and the Output are used by the Client strictly in accordance with the "**Decision Type & Data Availability**" matrices contained in section 2 of the Principles of Reciprocity (as updated or replaced from time to time with provisions having the same purpose).

CIFAS DATA

These Service Conditions shall apply in respect of CIFAS data only.

1. In respect of these Service Conditions, the following additional definitions apply:
   "**Adequate Places**" means all such countries that have been declared adequate by the European Commission under Article 45 of General Data Protection Regulation (GDPR) (EU) 2016/679, which (as at the Agreement Signature Date) shall include Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Switzerland and Uruguay. These countries shall only be Adequate Places for such time as they are declared as such by the European Commission; and
   "**European Economic Area**" (as at the Agreement Signature Date) comprises the 28 European Union Member States plus Iceland, Liechtenstein and Norway.

2. Should the Client access CIFAS data as part of the Services under this Agreement, the Client is responsible for ensuring that the CIFAS data is not accessed, viewed or processed from outside the following areas: (i) European Economic Area, (ii) United Kingdom; or (iii) Adequate Places.

TRANSUNION DNA NUMBERS

These Service Conditions shall apply in respect of the TransUnion DNA Numbers and (except in relation to paragraph 2 below) all Domicile IDs provided with the TransUnion DNA Numbers. References to TransUnion DNA Numbers in these Service Conditions shall be construed accordingly.

1. In respect of the TransUnion DNA Numbers, this Service Condition overrides the Permitted Purpose set out in any Service Schedule unless expressly stated to the contrary in that Service Schedule by specific reference to this Service Condition. The TransUnion DNA Numbers may be used as an identification key to assist the Client in processing data (including matching and de-duplication) for customer management purposes only.
2. Notwithstanding clause 5.3 of the General Terms, the Client shall be permitted to make the TransUnion DNA Numbers contained within the Output (but, for the avoidance of doubt, no other part of the Output unless expressly agreed otherwise in a Service Schedule) available to third party recipients provided that the Client shall ensure that:
   2.1 the third party recipients are advised that the title, copyright and all other intellectual property rights in the TransUnion DNA Numbers shall at all times remain vested in TransUnion and the third party recipients shall acquire no rights whatsoever therein;
   2.2 any permitted copies of the TransUnion DNA Numbers shall incorporate an appropriate notice indicating that intellectual property rights in the

TransUnion DNA Numbers are vested in TransUnion;

2.3 the third party recipients are advised that they are responsible for compliance with the Data Protection Legislation during any use of the TransUnion DNA Numbers; and

2.4 the third party recipients acknowledge that the TransUnion DNA Numbers may be amended from time to time at TransUnion's discretion.

3. The Client acknowledges that the TransUnion DNA Numbers may be amended from time to time at TransUnion's discretion and that there shall be no obligation on TransUnion to provide the Client with such amendments except in accordance with the terms of the particular Service Schedule(s) pursuant to which TransUnion DNA Numbers are provided.

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
TRUEVISION® (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. **DESCRIPTION OF THE SERVICES**

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

1.1 TrueVision® (Online Service) as described in the Service Schedule Annex.

1.2 Set up and maintenance of (i) a standalone API; and (ii) the TransUnion Cosmos™ API for delivery of the Online Service

2. **PERMITTED PURPOSE**

2.1 The Client is permitted to use the Output pursuant to the Search Type(s) and for the Permitted Use(s), subject to the corresponding Processing Restrictions, as set out in the Service Schedule Annex for the applicable Search Type and subject to the Service Conditions below.

3. **SERVICE SCHEDULE DURATION**

3.1 Insert Details (Where Applicable)As set out in the Primary Schedule, subject to paragraph **3.2**.

3.2 In relation to "Analytical Credit Checking Application" Search Type only: Three (3) months commencing on the Service Start Date.

4. **SERVICE CONDITIONS**

These Service Conditions together with the Additional Service Conditions shall apply in respect of the Services.

4.1 **Definitions applicable to this Service Schedule:**

"**Notice of Correction**" means a statement added by TransUnion at the request of an individual to their credit file (subject to conditions) explaining or indicating disagreement with an entry or entries on their credit file. A "**Notice of Correction flag**" means a flag indicating the presence of a Notice of Correction on an individual's credit file but not the content of that Notice of Correction.

"**Notice of Dispute**" means a notice submitted by an individual to TransUnion disputing an entry or entries on their credit file. A "**Notice of Dispute flag**" means a flag indicating an entry or entries on the credit file is subject to a Notice of Dispute and is being investigated by TransUnion.

"**Service Schedule Annex**" means the Service Schedule Annex attached to this Service Schedule which set out those Search Types that are to be made available to the Client and the terms and conditions (including the Permitted Purpose) that applies to the use of that Search Type.

"**Search Types**" means those search types described in the Service Schedule Annex.

"**Additional Service Conditions**" means any additional Service Conditions for the relevant Search Type set out in the Service Schedule Annex.

4.2 The Client acknowledges and agrees that it shall only use the payment freeze proxy flag contained within the Output in accordance with the Permitted Purpose and the guidance provided by the FCA from time to time relating to payment holidays, payment deferrals or other payment freezes.

4.3 The Client acknowledges that (i) a Notice of Correction flag and/or a Notice of Dispute flag may be returned in the TrueVision® Online Output in relation to a data subject; and (ii) the full text of the Notice of Correction and/or information about which data item is being disputed (as applicable) is available in TransUnion's CallReport Online Service (or such other service made available by TransUnion for this purpose). For this reason, access to TransUnion's CallReport Online Service (or such other service made available for this purpose, as notified by TransUnion from time to time) is a condition of use of the TrueVision® Online Service. The Client agrees that it shall not seek to terminate its access to such service for the duration of its licence to use the TrueVision® Online Service. For the avoidance of doubt, the Client acknowledges that it is solely responsible for ensuring that it complies with all relevant legal requirements concerning its processing of personal data when a Notice of Dispute and/or Notice of Correction is present on a data subject's credit file.

4.4 The Client acknowledges that the Services may use Closed User Group Data (as defined in, and subject to the terms of the paragraph entitled "**Closed User Group Data**" in the Primary Schedule).

This Service Condition shall apply in respect of the Deceased Indicators

4.5 In respect of Deceased Indicators Value Added Service only, this paragraph 4.5 overrides the Permitted Use set out in the Service Schedule Annex. Where Deceased Indicators are returned in the Output, they shall only be used by the Client for the prevention and detection of fraud relating to an individual and for no other purpose.

TransUnion

TRUEVISION® (ONLINE)
SERVICE SCHEDULE ANNEX

Commented [MS2]: This Service Schedule Annex contains all options - the Schedule Annex 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 Annex will be applicable at the Call-Off stage.

Online Search Type Description: Account Management (Outbound)
Search Type: AM
TrueVision® Public Data Block
Value Added Public Data Blocks:

- TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number (Not available via TransUnion CosmosTM)
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:

- TrueVision® Account Management Score

Value Added Services:

- Deceased Indicators
- CIFAS
- Associate Search at Declared and/or Undeclared Address
- Auto Search Address Links

Permitted Use: For Account Management (Outbound) purposes.
"**Account Management (Outbound)**" means activity in relation to the ongoing maintenance of the Client's relationship with its customers, including the cleansing of customer data and the management of customers' accounts, which may include decisions on extending credit, debt consolidation reviews and the early identification of customers in financial stress.
Processing Restriction(s): The Client shall only use the Output in relation to existing customers of the Client and not prospective customers, in all cases for the Permitted Purpose only.
Additional Service Conditions: When managing accounts in collections, the Client acknowledges that the Account Management (Outbound) search type (non-score impacting) is intended for use only after a Debt Collection search (score impacting) has been made to assess the customer's debt and repayment position. This approach helps to ensure that third parties are appropriately notified that the account is in collections yet prevents excess detriment to the customer's credit file.

Online Search Type Description: Account Management (Inbound)
Search Type: AI
TrueVision® Public Data Block
Value Added Public Data Blocks:

- TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number (Not available via TransUnion Cosmos™)
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:

- TrueVision® Account Management Score

Value Added Services:

- Deceased Indicators
- CIFAS
- Associate Search at Declared and/or Undeclared Address
- Auto Search Address Links

Permitted Use: For Account Management (Inbound) purposes.
"**Account Management (Inbound)**" means activity in relation to the management of the accounts of the Client's customers where the customer has made a request to the Client in relation to their account(s), including data updates, decisions on extending credit, transaction authorisations and the management of customers in financial stress.
Processing Restriction(s): The Client shall only use the Output in relation to existing customers of the Client and not prospective customers, in all cases for the Permitted Purpose only.
Additional Service Conditions: N/A

Online Search Type Description: Account Management (for Gaming Permitted Use)
Search Type: AM
TrueVision® Public Data Block
Value Added Public Data Blocks: N/A
Permitted Use: For use by the Client to assist in the assessment of financial vulnerability associated with an individual for the purpose of reducing gambling harms, for the Client's internal business purposes only ("**Gaming Permitted Use**").
Processing Restriction(s): The Output must not be used by the Client for marketing purposes (including, but not limited to, screening individuals out of marketing lists based on their financial vulnerability).

Additional Service Conditions:

1. These Additional Service Conditions shall apply in respect of the Account Management (for Gaming Permitted Use) search type only.
2. The Client acknowledges and agrees that:

2.1 TransUnion reserves the right to develop and release a new search type specifically designed for the Gaming Permitted Use ("**New Gaming Search Type**");

2.2 in the event that a New Gaming Search Type becomes available, TransUnion may replace the Client's access to the Account Management Search Type with the New Gaming Search Type; and

2.3 for data minimisation purposes, parts of the Output returned in the Account Management search type may not be made available in the New Gaming Search Type (further details of which shall be provided to the Client upon request) ("**Excluded Output**"). As such, TransUnion recommends that the Client does not utilise the Excluded Output as part of its decision-making process.

3. The Client shall, in accordance with Service Conditions 4 to 7, provide privacy information to the data subject in advance of providing TransUnion with Input relating to that data subject.

4. The privacy information must include express statements that:

4.1 TransUnion is the source of the data being processed by the Client to perform a financial vulnerability assessment in respect of the relevant data subjects.

4.2 in order to provide the Client with financial vulnerability data, TransUnion may process the data subject's publicly available data (which may include insolvency/bankruptcy events or court judgments entered against the data subject);

4.3 obtaining financial vulnerability data from TransUnion will not negatively impact the data subject's TransUnion credit score; and

4.4 the data subject can obtain more information about TransUnion's activities by visiting https://www.transunion.co.uk/legal-information/bureau-privacy-notice.

5. Subject to Service Condition 6, the statements described in Service Conditions 4.1, 4.2 and 4.4 ("**Statements**") must be included in any relevant privacy notice of the Client and be presented as first-layer privacy information (i.e. actually displayed to and drawn to the attention of the data subject). In the case of the first-layer privacy information, the link described in Service Condition 4.4 may either link directly to TransUnion's privacy notice or it may link to the location in the Client's privacy notice which provides the link to TransUnion's privacy notice.

6. Where the Client is engaging with a data subject in person in a betting shop:

6.1 Service Condition 5 shall not apply;

6.2 the Statements (as defined in Service Condition 5) must be included in any relevant privacy notice of the Client and be made available to the data subject in the betting shop. The Client must also expressly draw to the attention of the data subject: (i) the statements themselves; or (ii) the existence of the statements and where they can be read in the betting shop; and

6.3 the Client shall ensure that it has appropriate written processes in place that implement the requirements set out in Service Conditions 2 - 6 and shall, upon request, provide TransUnion with a copy of such processes.

7. The URL specified in Service Condition 4.4 must:

7.1 be made available as a clickable hyperlink where displayed online; and

7.2 be promptly updated if TransUnion notifies the client of a new URL.

Online Search Type Description: Address Verification
Search Type: AV
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assist the Client to check that an address exists to support identity verification.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Online Search Type Description: Business Search
Search Type: BS
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking an application for credit made by that individual on behalf of a business, where the individual will be personally responsible for the repayment of the debt (either individually or jointly).
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited

to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Credit Broker Enquiry
Search Type: BE
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, in response to a request from that individual for an assessment of their eligibility for and/or the price of a credit product(s), prior to that individual making an application for any such credit product(s).
Processing Restrictions: The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Checking Credit Application
Search Type: CA
TrueVision® Public Data Block
Value Added Public Data Blocks:
- TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)

TrueVision® Scores for Public Data Block:
- TrueVision® Account Origination Score

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number (Not available via TransUnion Cosmos™)
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:
- TrueVision® Account Origination Score
- TrueVision® Non Geo-Demographic Account Origination Score
- TrueVision® Mortgage Origination Score

Value Added Services:
- Deceased Indicators
- CIFAS
- Associate Search at Declared and/or Undeclared Address
- Auto Search Address Links

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking that individual's application for credit.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Checking Deferred Payment Credit Application
Search Type: BN
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*

TransUnion

- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking that individual's application for deferred payment credit.
Processing Restrictions: The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (for example to screen individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Debt Collection
Search Type: DC
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

Value Added Services:

- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: To assess a customer's debt and repayment position for aiding debt collection, including recovering debts from debtors and tracing debtors to obtain repayment of debts.
Processing Restriction(s): None
Additional Service Conditions: The Client acknowledges that the Debt Collection search type (score impacting) is intended for use at the point that an account first enters collections, and the Account Management (Outbound) search type (non-score impacting) is intended for use thereafter when managing accounts in collection. This approach helps to ensure that third parties are appropriately notified that the account is in collections yet prevents excess detriment to the customer's credit file.

Online Search Type Description: Decision in Principle
Search Type: DP
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, in response to a request from that individual for a decision in principle in relation to a mortgage, prior to that individual making an application for that mortgage.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Directors Search
Search Type: DS
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking an application for credit made by that individual on behalf of a business, where the individual will not be personally responsible for the repayment of the debt (either individually or jointly).
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Employee Check (non Share)
Search Type: EC
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assist the Client to assess the suitability of an individual for employment by the Client either before or during the employment.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Online Search Type Description: Employee Check (Share)
Search Type: EM
TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assist the Client to assess the suitability of an individual for employment by the Client either before or during the employment.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Online Search Type Description: Guarantor
Search Type: GU
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion CosmosTM)*
- *Financial Stress Indicators (including Index (0-100) and RAG status).*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual in order to assess that individual's suitability to guarantee the terms of a credit agreement.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Online Search Type Description: Insurance Broker Enquiry
Search Type: IB
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion CosmosTM API)*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assist the Client to check that an individual resides at an address to support identity verification where the Client is an insurance broker and assisting the individual with the administration of an insurance policy.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Online Search Type Description: Identification Check (non credit)
Search Type: IC
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion CosmosTM API)*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assist the Client to check that an individual resides at an address to support identity verification.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Online Search Type Description: General Insurance
Search Type: GI
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion CosmosTM API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assess the degree of Insurance Risk (i.e. the propensity to claim (including the size of such claim)) relating to an individual.
Processing Restriction(s): The Client is not permitted to use the Output for assessing the credit risk of allowing an individual to pay for an insurance product in instalments.
Additional Service Conditions:

1. These Additional Service Conditions shall apply in respect of the General Insurance Search Type only where this Search Type is being used in a live production environment. For the avoidance of doubt, this Additional Service Condition is for information only where use of this Search Type is not permitted to be used in a live production environment pursuant to paragraph 2 (Permitted Purpose) of this Service Schedule).
2. The following additional definitions shall apply:
   "**Broker**" means an individual or organisation who arranges for an insurance policy to be provided to a consumer by an Insurer with whom the Broker has an agency agreement;
   "**Insurer**" means an organisation that provides insurance quotations and/or insurance policies to consumers directly or via a Broker;
   "**Managing General Agent**" means a Broker that is vested with underwriting authority from an Insurer.
3. The Client shall, in accordance with paragraph 4 to 6, ensure that each data subject is provided with appropriate privacy information about the nature of

the Services in advance of providing TransUnion with Input relating to that data subject.

4. The privacy information referred to in paragraph 3 must include express statements that:
    a. The Client will be requesting credit reference agency data from TransUnion in order to perform suitable checks on the data subject for the purpose of an Insurance Risk assessment;
    b. TransUnion may process the data subject's publicly available data (which may include insolvency/bankruptcy events or court judgments entered against the data subject);
    c. a 'General Insurance' search footprint will be left on the data subject's TransUnion credit file. However, this will not negatively impact the data subject's TransUnion credit score; and
    d. The data subject can obtain more information about TransUnion's activities by visiting https://www.transunion.co.uk/crain;
5. The statements described in Additional Service Conditions 4.a and 4.d must be presented as first-layer privacy information (i.e. actually displayed to and drawn to the attention of the data subject), in addition to being included in any relevant privacy notice of the Client. In the case of the first-layer privacy information, the link described in Additional Service Condition 4.d may either link directly to TransUnion's privacy notice or it may link to the location in the Client's privacy notice which provides the link to TransUnion's privacy notice.
6. The URL specified in Additional Service Condition 4.d must:
    a. be made available as a clickable hyperlink; and
    b. be promptly updated if TransUnion notifies the client of a new URL.
7. The Client warrants that it is and shall remain for the duration of this Agreement an Insurer/Broker/Managing General Agent that offers insurance quotations to consumers.

Online Search Type Description: General Insurance (TrueVision)
Search Type: TI
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assess the degree of Insurance Risk (i.e. the propensity to claim (including the size of such claim)) relating to an individual.
Processing Restrictions: The Client is not permitted to use the Output for assessing the credit risk of allowing an individual to pay for an insurance product in instalments.
Additional Service Conditions:

1. These Additional Service Conditions shall apply in respect of the General Insurance Search Type only where this Search Type is being used in a live production environment. For the avoidance of doubt, this Additional Service Condition is for information only where use of this Search Type is not permitted to be used in a live production environment pursuant to paragraph 2 (Permitted Purpose) of this Service Schedule).
2. The following additional definitions shall apply:
   "**Broker**" means an individual or organisation who arranges for an insurance policy to be provided to a consumer by an Insurer with whom the Broker has an agency agreement;
   "**Insurer**" means an organisation that provides insurance quotations and/or insurance policies to consumers directly or via a Broker;
   "**Managing General Agent**" means a Broker that is vested with underwriting authority from an Insurer.
3. The Client shall, in accordance with paragraph 4 to 6, ensure that each data subject is provided with appropriate privacy information about the nature of the Services in advance of providing TransUnion with Input relating to that data subject.
4. The privacy information referred to in paragraph 3 must include express statements that:
    a. The Client will be requesting credit reference agency data from TransUnion in order to perform suitable checks on the data subject for the purpose of an Insurance Risk assessment;
    b. TransUnion may process the data subject's publicly available data (which may include insolvency/bankruptcy events or court judgments entered against the data subject);
    c. a 'General Insurance' search footprint will be left on the data subject's TransUnion credit file. However, this will not negatively impact the data subject's TransUnion credit score; and
    d. The data subject can obtain more information about TransUnion's activities by visiting https://www.transunion.co.uk/crain;
5. The statements described in Additional Service Conditions 4.a and 4.d must be presented as first-layer privacy information (i.e. actually displayed to and drawn to the attention of the data subject), in addition to being included in any relevant privacy notice of the Client. In the case of the first-layer privacy information, the link described in Additional Service Condition 4.d may either link directly to TransUnion's privacy notice or it may link to the location in the Client's privacy notice which provides the link to TransUnion's privacy notice.
6. The URL specified in Additional Service Condition 4.d must:
    a. be made available as a clickable hyperlink; and
    b. be promptly updated if TransUnion notifies the client of a new URL.
7. The Client warrants that it is and shall remain for the duration of this Agreement an Insurer/Broker/Managing General Agent that offers insurance quotations to consumers.

Online Search Type Description: Quotation Search
Search Type: QS
TrueVision® Public Data Block
Value Added Public Data Blocks:
- TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)

TrueVision® Scores for Public Data Block:
- TrueVision® Account Origination Score

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight

- TransUnion DNA Number (Not available via TransUnion Cosmos™)
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:

- TrueVision® Account Origination Score
- TrueVision® Non Geo-Demographic Account Origination Score
- TrueVision® Mortgage Origination Score

Value Added Services:

- Deceased Indicators
- CIFAS
- Associate Search at Declared and/or Undeclared Address
- Auto Search Address Links

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, in response to a request from that individual for an assessment of their eligibility for and/or the price of a credit product(s), prior to that individual making an application for any such credit product(s).
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk) or for assessing an individual's credit risk where the individual is making an application for credit.
Additional Service Conditions: N/A

Online Search Type Description: Tenant Vet
Search Type: TV
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Public Scores:

- *TrueVision® Account Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: To assist the Client to assess the suitability of a Tenant prior to any type of Let or Tenancy.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Online Search Type Description: Application Fraud
Search Type: FD
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: Used when fraudulent activity is suspected, as part of the credit assessment or application.
Processing Restrictions: N/A
Additional Service Conditions: N/A

Online Search Type Description: Post Application Fraud
Search Type: FR
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

Permitted Use: Used when fraudulent activity is suspected as part of post application investigation.
Processing Restrictions: N/A
Additional Service Conditions: N/A

Online Search Type Description: Analytical Credit Checking Application
Search Type: CC
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number (Not available via the TransUnion Cosmos™ API)*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number (Not available via TransUnion Cosmos™)*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and/or Undeclared Address*
- *Auto Search Address Links*

Permitted Use: For the Client's own internal evaluation purposes only (including internal comparison by the Client with third party credit reference data) to consider the predictiveness of the Output in assessing the degree of credit risk (i.e. propensity to default on credit repayments) associated with individuals.
Processing Restriction(s): (i) The Client agrees that the Output and the results of the Client's internal evaluation shall not be used by the Client in a live production environment or to build scorecard(s) or form strategies of any kind or to make any decisions relating to individuals. (ii) The Client agrees that the Output and the results of the Client's internal evaluation shall be used solely to assist the Client to decide whether or not to enter into contract(s) with TransUnion for TransUnion's services.
Additional Service Conditions: N/A
These Additional Service Conditions shall apply in respect of the "Analytical Credit Checking Application" Search Type.

1. The following additional definitions shall apply:
   "**Credit Reference Agency**" means an organisation authorised for or engaged in the activity of providing credit references, as defined in Article 89B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (or any similar or equivalent activity in any other jurisdiction).
2. The Client shall ensure that throughout the duration of this Service Schedule and until the end of the licence period set out in Additional Service Condition 3 below, (i) it; (ii) any Client Group Company; (iii) any Authorised Data Processor and (iv) any Authorised Group Company is not a Credit Reference Agency or under the Control of a Credit Reference Agency (including but not limited to Equifax Limited or Experian Limited).
3. This Additional Service Condition 3 shall apply instead of clause 5.1.1 of the General Terms. TransUnion licenses the Client to use, for the Permitted Purpose only (i) the Service with effect from the relevant Service Start Date and for the duration of this Agreement and (ii) the Output from the Service (but not the Service itself) for a maximum period of 12 months from the date of receipt thereof by the Client. The Client shall not use the Service for any other purposes whatsoever.
4. Service Conditions **Error! Reference source not found.** and 4.3 shall not apply to the "Analytical Credit Checking Application" Search Type.
5. In respect of the Deceased Indicators only, this Additional Service Condition 5 overrides the Permitted Use set out above. Where Deceased Indicators are returned in the Output, they shall only be used by the Client for the Client's own internal evaluation purposes only (including internal comparison by the Client with third party credit reference data) to consider the predictiveness of the Deceased Indicators for the prevention and detection of fraud relating to an individual and for no other purpose.

TransUnion

SERVICE SCHEDULE
TRUEVISION® (BATCH)

Commented [MS3]: This Service Schedule contains all options - the Schedule will need to be tailored to reflect the particular options and permitted purposes applicable for the relevant client at Call-Off stage. Therefore, not all provisions in this Service Schedule will be applicable at the Call-Off stage.

1. **DESCRIPTION OF THE SERVICES**

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

1.1 TrueVision® (Batch Service) as described in the Service Schedule Annex.

1.2 One-off batch processing ServiceOngoing batch processing ServiceOne off retrospective batch processing Service in respect of such date as agreed between the parties.

1.3 **Input**

1.3.1 The Client shall provide TransUnion with one file comprising up to [INSERT VOLUME] customer records on a date to be agreed between the parties.

1.3.2 The Client shall provide TransUnion with a maximum of [INSERT VOLUME] customer records [INSERT FREQUENCY OF BATCH SUBMISSIONS]. Each file submitted by the Client shall comprise not less than [INSERT MINIMUM VOLUME PER FILE] customer records per file (refer to the Payment Schedule, Batch Notes). The dates on which such files shall be provided to TransUnion shall be agreed between the parties from time to time.

1.3.3 The Client shall provide TransUnion with the Input files comprising up to the following customer records:

Input File Reference:	Volume of Customer Records:
Input File 1	[INSERT VOLUME]
Input File 2	[INSERT VOLUME]
Input File 3	[INSERT VOLUME]
Input File 4	[INSERT VOLUME]
Input File 5	[INSERT VOLUME]
Input File 6	[INSERT VOLUME]
Input File 7	[INSERT VOLUME]
Input File 8	[INSERT VOLUME]
Input File 9	[INSERT VOLUME]
Input File 10	[INSERT VOLUME]

Such files shall be provided to TransUnion on dates to be agreed between the parties.

1.3.4 The Client shall provide TransUnion with [INSERT OTHER DETAILS] customer records during each Year of this Agreement. The dates on which such files shall be provided to TransUnion shall be agreed between the parties from time to time.

1.3.5 TransUnion already receives monthly submissions of account performance data on behalf of the Client under the terms of the 'Application for Membership of SHARE' dated INSERT SHARE AGREEMENT DATE between TransUnion and the Client. The Client agrees that those accounts contained in the monthly submissions of account performance data received from the Client as set out in the portfolios stated below shall be the Input for the purposes of this Agreement:

Portfolio 1: [INSERT PORTFOLIO NUMBER]
Portfolio 2: [INSERT PORTFOLIO NUMBER]
Portfolio 3: [INSERT PORTFOLIO NUMBER]
Portfolio 4: [INSERT PORTFOLIO NUMBER]
Portfolio 5: [INSERT PORTFOLIO NUMBER]
Portfolio 6: [INSERT PORTFOLIO NUMBER]
Portfolio 7: [INSERT PORTFOLIO NUMBER]
Portfolio 8: [INSERT PORTFOLIO NUMBER]
Portfolio 9: [INSERT PORTFOLIO NUMBER]
Portfolio 10: [INSERT PORTFOLIO NUMBER]

1.3.6 Portfolio: [INSERT OTHER DETAILS]

1.3.7 [INSERT INPUT STATEMENT].

1.4 **Output**

1.4.1 Each file within the Input shall be processed in accordance with the relevant Search Type against the relevant TransUnion databases resulting in the Input appended with relevant data, scores and flags (where available). The number of times each file within the Input is to be processed, shall be agreed between the parties. Where more than one Search Type is listed in the Service Schedule Annex, the Client must advise TransUnion on submission of the Input which file(s) are to be processed for which Search Types.

1.4.2 The TrueVision® Service shall comprise a retrospective analysis by TransUnion of each file within the Input, processed in accordance with the relevant Search Type against the relevant TransUnion databases resulting in the Input appended with relevant data, scores and flags (where available) delivered in the TrueVision® retrospective format. The number of times each file within the Input is to be processed, shall be agreed between the parties. Where more than one Search Type is listed in the Service Schedule Annex, the Client must advise TransUnion on submission of the Input which file(s) are to be processed for which Search Types.

2. **PERMITTED PURPOSE**

2.1 The Client is permitted to use the Output for the Client's own internal evaluation purposes to consider its suitability solely for the Permitted Use(s), subject to the corresponding Processing Restriction(s), as set out in the Service Schedule Annex for the applicable Search Type. The Client agrees that the Output and the results of the Client's internal evaluation shall not be used by the Client in a live production environment or to build a scorecard(s) or form strategies of any kind.

2.2 The Client is permitted to use the Output for the Client's own internal evaluation purposes to configure a scorecard(s) and strategies solely in respect of the Permitted Use(s), subject to the corresponding Processing Restriction(s) as set out in the Service Schedule Annex for the applicable Search Type. The Client agrees that any scorecard or strategy derived from the Output may be used in a live production environment, however the Output itself cannot.

2.3 The Client is permitted to use the Output pursuant to the Search Type(s) and for the Permitted Use(s), subject to the corresponding Processing Restrictions, as set out in the Service Schedule Annex for the applicable Search Type and subject to the Service Conditions below.

3. **SERVICE SCHEDULE DURATION**

3.1 Insert Details (Where Applicable)As set out in the Primary ScheduleThis Service Schedule shall automatically terminate upon completion of the Services.

4. **SERVICE CONDITIONS**

These Service Conditions together with the Additional Service Conditions shall apply in respect of the Services.

4.1 Definitions applicable to this Service Schedule:

"**Service Schedule Annex**" means the Service Schedule Annex attached to this Service Schedule which set out those Search Types that are to be made available to the Client and the terms and conditions (including the Permitted Purpose) that applies to the use of that Search Type.

"**Search Types**" means those search types described in the Service Schedule Annex.

"**Additional Service Conditions**" means any additional Service Conditions for the relevant Search Type set out in the Service Schedule Annex.

4.2 The Client acknowledges that the Services may use Closed User Group Data (as defined in, and subject to the terms of the paragraph entitled "**Closed User Group Data**" in the Primary Schedule).

4.3 The Client acknowledges and agrees that it shall only use the payment freeze proxy flag contained within the Output in accordance with the Permitted Purpose and the guidance provided by the FCA from time to time relating to payment holidays, payment deferrals or other payment freezes.

This Service Condition shall apply in respect of the Deceased Indicators.

4.4 In respect of Deceased Indicators Value Added Service only, this paragraph 4.4 overrides the Permitted Use set out in the Service Schedule Annex. Where Deceased Indicators are returned in the Output, they shall only be used by the Client for the prevention and detection of fraud relating to an individual and for no other purpose.

These Service Conditions shall apply in respect of the TrueVision® PoC Score(s).

4.5 For the purposes of this Service Condition 4.5, the following definitions shall apply:

"**Proof of Concept (**"**PoC**"**)**" means the programme under which TransUnion shall provide the TrueVision® PoC Score(s) to the Client for the purpose of testing the TrueVision POC Score(s) only;

"**Rollout Phase**" means the intended launch of the TrueVision® PoC Score(s) to TransUnion's clients on a general basis.

"**TrueVision® PoC Score(s)**" means the following TrueVision® score(s):

- Engagement Score
- Collections Scores
- Recovery Score

4.6 The Client acknowledges that the provision of the TrueVision® PoC Score(s) is as part of the PoC.

4.7 Any information or feedback provided to TransUnion in relation to the PoC (including, for the avoidance of doubt, the subject matter of this Service Schedule) may be used by TransUnion in the development of its products and services (including the TrueVision® PoC Score(s) ("**TransUnion Products**") without restriction and TransUnion shall own all resulting intellectual property rights.

4.8 TransUnion may use information derived from the Client's use of the TrueVision® PoC Score(s) to inform its pricing policies for the Rollout Phase.

4.9 The Client acknowledges that it may receive Confidential Information relating to TransUnion's product development processes as part of the PoC, as well as having access to elements of the TrueVision® PoC Score(s) that may (as a result of feedback from the Client or other users) appear in a different form or be removed for the Rollout Phase. The Client agrees to confidentiality obligations as set out in the General Terms, which will continue to apply after completion of the PoC.

4.10 The Client acknowledges that the Roll Out Phase is dependent on a number of factors, including but not limited to feedback from the Client of the PoC and other users of the TrueVision® PoC Score(s). The Client acknowledges that the Roll Out Phase may not proceed at all should TransUnion deem it inexpedient.

4.11 The Client agrees to provide feedback to TransUnion about its use of the TrueVision® PoC Score(s) on a continuing basis during the PoC.

This Service Condition shall apply in respect of CAMEO.

4.11.1 The Client acknowledges that the CAMEO Output may contain public sector information licensed under the Open Government Licence v3.0.

TransUnion

TRUEVISION® (BATCH)
SERVICE SCHEDULE ANNEX

Commented [MS4]: This Service Schedule Annex contains all options - the Schedule Annex 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 Annex will be applicable at the Call-Off stage.

Batch Search Type Description: Account Management (Outbound)
Search Type: AB
TrueVision® Public Data Block
Value Added Public Data Blocks:
- TransUnion DNA Number
- CAMEO

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number
- CAMEO
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:
- TrueVision® Account Management Score
- TrueVision® Engagement Score (subject to the PoC as described in Service Condition 0)
- TrueVision® Collections Score(s) (subject to the PoC as described in Service Condition 0)
- TrueVision® Recovery Score(s) (subject to the PoC as described in Service Condition 0)

Value Added Services:
- Deceased Indicators
- CIFAS
- Associate Search at Declared and Undeclared Address
- Raw Data
- Auto Search Address Links

Permitted Use: For Account Management (Outbound) purposes.
"**Account Management (Outbound)**" means activity in relation to the ongoing maintenance of the Client's relationship with its customers, including the cleansing of customer data and the management of customers' accounts, which may include decisions on extending credit, debt consolidation reviews and the early identification of customers in financial stress.
Processing Restriction(s): The Client shall only use the Output in relation to existing customers of the Client and not prospective customers, in all cases for the Permitted Purpose only.
Additional Service Conditions: N/A

Batch Search Type Description: Account Management (Inbound)
Search Type: AK
TrueVision® Public Data Block
Value Added Public Data Blocks:
- TransUnion DNA Number
- CAMEO

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number
- CAMEO
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:
- TrueVision® Account Management Score

Value Added Services:
- Deceased Indicators
- CIFAS
- Associate Search at Declared and Undeclared Address
- Raw Data
- Auto Search Address Links

Permitted Use: For Account Management (Inbound) purposes.
"**Account Management (Inbound)**" means activity in relation to the management of the accounts of the Client's customers where the customer has made a request to the Client in relation to their account(s), including data updates, decisions on extending credit, transaction authorisations and the management of customers in financial stress.
Processing Restriction(s): The Client shall only use the Output in relation to existing customers of the Client and not prospective customers, in all cases for the Permitted Purpose only.
Additional Service Conditions: N/A

Batch Search Type Description: Account Management (for Gaming Permitted Use)
Primary Search Type: AB
Secondary Search Type: N/A
TrueVision® Public Data Block
Value Added Public Data Blocks: N/A

Permitted Use: For use by the Client to assist in the assessment of financial vulnerability associated with an individual for the purpose of reducing gambling harms, for the Client's internal business purposes only ("**Gaming Permitted Use**").
Processing Restriction(s): The Output must not be used by the Client for marketing purposes (including, but not limited to, screening individuals out of marketing lists based on their financial vulnerability).

Additional Service Conditions
1. These Additional Service Conditions shall apply in respect of the Account Management (for Gaming Permitted Use) search type only.
2. The Client acknowledges and agrees that:
   2.1 TransUnion reserves the right to develop and release a new search type specifically designed for the Gaming Permitted Use ("**New Gaming Search Type**");
   2.2 in the event that a New Gaming Search Type becomes available, TransUnion may replace the Client's access to the Account Management Search Type with the New Gaming Search Type; and
   2.3 for data minimisation purposes, parts of the Output returned in the Account Management search type may not be made available in the New Gaming Search Type (further details of which shall be provided to the Client upon request) ("**Excluded Output**"). As such, TransUnion recommends that the Client does not utilise the Excluded Output as part of its decision-making process.
3. The Client shall, in accordance with Service Conditions 4 to 7, provide privacy information to the data subject in advance of providing TransUnion with Input relating to that data subject.
4. The privacy information must include express statements that:
   4.1 TransUnion is the source of the data being processed by the Client to perform a financial vulnerability assessment in respect of the relevant data subjects;
   4.2 in order to provide the Client with financial vulnerability data, TransUnion may process the data subject's publicly available data (which may include insolvency/bankruptcy events or court judgments entered against the data subject);
   4.3 obtaining financial vulnerability data from TransUnion will not negatively impact the data subject's TransUnion credit score; and
   4.4 the data subject can obtain more information about TransUnion's activities by visiting https://www.transunion.co.uk/legal-information/bureau-privacy-notice.
5. Subject to Service Condition 6, the statements described in Service Conditions 4.1, 4.2 and 4.4 ("**Statements**") must be included in any relevant privacy notice of the Client and be presented as first-layer privacy information (i.e. actually displayed to and drawn to the attention of the data subject). In the case of the first-layer privacy information, the link described in Service Condition 4.4 may either link directly to TransUnion's privacy notice or it may link to the location in the Client's privacy notice which provides the link to TransUnion's privacy notice.
6. Where the Client is engaging with a data subject in person in a betting shop:
   6.1 Service Condition 5 shall not apply;
   6.2 the Statements (as defined in Service Condition 5) must be included in any relevant privacy notice of the Client and be made available to the data subject in the betting shop. The Client must also expressly draw to the attention of the data subject: (i) the statements themselves; or (ii) the existence of the statements and where they can be read in the betting shop; and
   6.3 the Client shall ensure that it has appropriate written processes in place that implement the requirements set out in Service Conditions 2 - 6 and shall, upon request, provide TransUnion with a copy of such processes.
7. The URL specified in Service Condition 4.4 must:
   7.1 be made available as a clickable hyperlink where displayed online; and
   7.2 be promptly updated if TransUnion notifies the client of a new URL.

Batch Search Type Description: Address Verification
Search Type: AD
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assist the Client to check that an address exists to support identity verification.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Batch Search Type Description: Business Search
Search Type: BI
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and Undeclared Address*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking an application for credit made by that individual on behalf of a business, where the individual will be personally responsible for the repayment of the debt (either individually or jointly).
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Credit Broker Enquiry
Search Type: CB
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and Undeclared Address*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, in response to a request from that individual for an assessment of their eligibility for and/or the price of a credit product(s), prior to that individual making an application for any such credit product(s).
Processing Restrictions: The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Checking Credit Application
Search Type: CR
TrueVision® Public Data Block
Value Added Public Data Blocks:

- TransUnion DNA Number
- CAMEO

TrueVision® Scores for Public Data Block:

- TrueVision® Account Origination Score

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number
- CAMEO
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:

- TrueVision® Account Origination Score
- TrueVision® Non Geo-Demographic Account Origination Score
- TrueVision® Mortgage Origination Score

TransUnion

- TrueVision® No Intent to Pay Score

Value Added Services:
- Deceased Indicators
- CIFAS
- Associate Search at Declared and Undeclared Address
- Raw Data
- Auto Search Address Links

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking that individual's application for credit.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Checking Deferred Payment Credit Application
Search Type: BB
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and Undeclared Address*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking that individual's application for deferred payment credit.
Processing Restrictions: The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (for example to screen individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Debt Collection
Search Type: DE
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Collections Score(s) (subject to the PoC as described in Service Condition 0)*
- *TrueVision® Recovery Score(s) (subject to the PoC as described in Service Condition 0)*

Value Added Services:
- *CIFAS*
- *Associate Search at Declared and Undeclared Address*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess a customer's debt and repayment position for aiding debt collection, including recovering debts from debtors and tracing debtors to obtain repayment of debts.
Processing Restriction(s): None
Additional Service Conditions: N/A

Batch Search Type Description: Decision in Principle
Search Type: DQ
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and Undeclared Address*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, in response to a request from that individual for a decision in principle in relation to a mortgage, prior to that individual making an application for that mortgage.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Directors Search
Search Type: DR
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:
- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, when checking an application for credit made by that individual on behalf of a business, where the individual will not be personally responsible for the repayment of the debt (either individually or jointly).
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Employee Check (non-SHARE)
Search Type: EO
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assist the Client to assess the suitability of an individual for employment by the Client either before or during the employment.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Batch Search Type Description: Employee Check (SHARE)
Search Type: ES
TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assist the Client to assess the suitability of an individual for employment by the Client either before or during the employment.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Batch Search Type Description: Guarantor
Search Type: GR
TrueVision® Public Data Block
Value Added Public Data Blocks:

- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *TransUnion DNA Number*
- *CAMEO*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Score*
- *TrueVision® Non Geo-Demographic Account Origination Score*
- *TrueVision® Mortgage Origination Score*
- *TrueVision® No Intent to Pay Score*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Associate Search at Declared and Undeclared Address*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual in order to assess that individual's suitability to guarantee the terms of a credit agreement.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk).
Additional Service Conditions: N/A

Batch Search Type Description: Insurance Broker Enquiry
Search Type: IE

TransUnion

TrueVision® Public Data Block

Value Added Public Data Blocks:

- *TransUnion DNA Number*
- *CAMEO*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assist the Client to check that an individual resides at an address to support identity verification where the Client is an insurance broker and assisting the individual with the administration of an insurance policy.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Batch Search Type Description: Insurance Quotation (Use Case 1) (Use Case 2) (Use Case 3) (Use Case 4)
Search Type: TQ
Retro Type: 1 2 3 4 5 6 7 8 9
TrueVision® Public Data Block

Value Added Public Data Blocks:

- *TransUnion DNA Number*
- *CAMEO*
- *General Insurance*

TrueVision® Scores for Public Data Block:

- *TrueVision® Account Origination Score*

TrueVision® Standard Data Block (for SHARE members only)

Value Added Standard Data Blocks:

- *Premium*
- *Point of Sale*
- *Vehicle Financing*
- *Advance Loans Insight*
- *Financial Stress Indicators (including Index (0-100) and RAG status)*
- *TransUnion DNA Number*
- *CAMEO*
- *General Insurance*

TrueVision® Scores for Standard Data Block:

- *TrueVision® Account Origination Scores*

Value Added Services:

- *Deceased Indicators*
- *CIFAS*
- *Auto Search Address Links*

TrueVision® Attributes and Algorithms (TQ Search Type) and the TrueVision® Account Origination (AO) Score
TrueVision® Value Added Services:

- *CAMEO*
- *Auto Search Address Links*

Permitted Use (Use Case 1):
(1) for Credit Risk Decisioning; and
(2) (in relation to the Permitted Variables only and furthermore, in respect of the SHARE Variables, to the extent permissible under Applicable Law and the Regulations referred to in clause 7.2 of the General Terms) for Insurance Risk Decisioning.

Permitted Use (Use Case 2):
(1) for Credit Risk Decisioning; and
(2) (in relation to the Permitted Variables only) for Insurance Risk Decisioning.

Permitted Use (Use Case 3):
(1) for Credit Risk Decisioning; and
(2) (in relation to the Permitted Variables only) for Insurance Risk Decisioning.

Processing Restriction(s):
(1) The Client is not permitted to use the Output for assessing:
  (i) an individual's Credit Risk or Insurance Risk for marketing purposes (including, but not limited to, screening individuals out of marketing lists based on their risk profile); and/or
  (ii) the degree of Credit Risk associated with an individual for any Insurance Credit Product(s) that either the Client facilitates between a consumer and a third-party lender, or in respect of which the Client does not carry the bad debt risk.
(2) The Client is only permitted to use the Permitted Variables for Insurance Risk Decisioning in relation to an individual where: (a) the Client is using the Services to make an Insurance Risk Decision in combination with a Credit Risk Decision in relation to that individual (in each case, as permitted under this Service Schedule); and (b) the Output returns an "individual" match for the Edited ER Match Level attribute. For the avoidance of doubt, if the Output returns a "household" or "no match" for the Edited ER Match Level attribute, this means that TransUnion has only been able to match the individual based on their presence on the full version of the electoral register (which is only permitted to be used for Credit Risk Decisioning). In such circumstances, no part of the Output (even the public data) can be used for Insurance Risk Decisioning.

Additional Service Conditions:
The following definitions shall apply to this Search Type:
"**Credit Risk**" means the propensity of an individual to default on credit repayments;
"Credit Risk Decisioning" means, in response to a request from an individual for an assessment of their eligibility for and/or the price of insurance, to assess the degree of Credit Risk associated with that individual when determining whether to offer credit terms for the payment of insurance and, if so, the associated charges.
"Electoral Register Variables" means those parts of the Output that contain, or have otherwise been derived from, data regarding the individual's presence on

the full version of the electoral register (further details of which are set out in the Documentation).
"**Insurance Risk**" means the propensity of an individual to make an insurance claim (including the size of a claim).
"Insurance Risk Decisioning" means, in response to a request from an individual for an assessment of their eligibility for and/or the price of insurance, to assess the degree of Insurance Risk associated with that individual when determining whether to offer insurance and, if so, the associated premium.
"Permitted Variables" means any part of the Output from this Search Type except for the Electoral Register Variables, which, for the avoidance of doubt, may not be used for Insurance Risk Decisioning.
"Permitted Variables" means any part of the Output from this Search Type except for the Electoral Register Variables and the SHARE Variables (where provided to the Client), which, for the avoidance of doubt, may not be used for Insurance Risk Decisioning.
"Permitted Variables" means any part of the Output from this Search Type except for the Electoral Register Variables and the SHARE Variables (where provided to the Client), which, for the avoidance of doubt, may not be used for Insurance Risk Decisioning.
"SHARE Variables" means those parts of the Output that contain or have otherwise been derived from SHARE data (further details of which are set out in the Documentation).

Permitted Use (Use Case 4): For Insurance Risk Decisioning only.
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's Insurance Risk for marketing purposes (including, but not limited to, screening individuals out of marketing lists based on their risk profile). Furthermore, for the avoidance of doubt, the Output is not designed for use for Credit Risk Decisioning.
Additional Service Conditions:
The following definitions shall apply to this Search Type:
"**Credit Risk**" means the propensity of an individual to default on credit repayments.
"**Credit Risk Decisioning**" means, in response to a request from an individual for an assessment of their eligibility for and/or the price of insurance, to assess the degree of Credit Risk associated with that individual when determining whether to offer credit terms for the payment of insurance and, if so, the associated charges.
"**Insurance Risk**" means the propensity of an individual to make an insurance claim (including the size of a claim).
"**Insurance Risk Decisioning**" means, in response to a request from an individual for an assessment of their eligibility for and/or the price of insurance, to assess the degree of Insurance Risk associated with that individual when determining whether to offer insurance and, if so, the associated premium.

Batch Search Type Description: Identification Check (non credit)
Search Type: ID
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assist the Client to check that an individual resides at an address to support identity verification.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

Batch Search Type Description: General Insurance
Search Type: IS
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of Insurance Risk (i.e. the propensity to claim (including the size of such claim)) relating to an individual.
Processing Restrictions: The Client is not permitted to use the Output for assessing the credit risk of allowing an individual to pay for an insurance product in instalments.
Additional Service Conditions: [N/A]

1. These Service Conditions shall apply in respect of the General Insurance Search Type.
2. The following additional definitions shall apply:
   "**Broker**" means an individual or organisation who arranges for an insurance policy to be provided to a consumer by an Insurer with whom the Broker has an agency agreement;
   "**Insurer**" means an organisation that provides insurance quotations and/or insurance policies to consumers directly or via a Broker;
   "**Managing General Agent**" means a Broker that is vested with underwriting authority from an Insurer.
3. The Client shall, in accordance with paragraph 4 to 6, ensure that each data subject is provided with appropriate privacy information about the nature of the Services in advance of providing TransUnion with Input relating to that data subject.
4. The privacy information referred to in paragraph 3 must include express statements that:
   a. The Client will be requesting credit reference agency data from TransUnion in order to perform suitable checks on the data subject for the purpose of an Insurance Risk assessment;
   b. TransUnion may process the data subject's publicly available data (which may include insolvency/bankruptcy events or court judgments entered against the data subject);
   c. a 'General Insurance' search footprint will be left on the data subject's TransUnion credit file. However, this will not negatively impact the data subject's TransUnion credit score; and

d. The data subject can obtain more information about TransUnion's activities by visiting https://www.transunion.co.uk/crain;
5. The statements described in Service Conditions 4.a and 4.d must be presented as first-layer privacy information (i.e. actually displayed to and drawn to the attention of the data subject), in addition to being included in any relevant privacy notice of the Client. In the case of the first-layer privacy information, the link described in Service Condition 4.d may either link directly to TransUnion's privacy notice or it may link to the location in the Client's privacy notice which provides the link to TransUnion's privacy notice.
6. The URL specified in Service Condition 4.d must:
   a. be made available as a clickable hyperlink; and
   b. be promptly updated if TransUnion notifies the client of a new URL.
7. The Client warrants that it is and shall remain for the duration of this Agreement an Insurer/Broker/Managing General Agent that offers insurance quotations to consumers.

Batch Search Type Description: General Insurance (TrueVision)
Search Type: TJ
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

TrueVision® Scores for Public Data Block:
- *TrueVision® Account Origination Score*

Value Added Services:
- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assess the degree of Insurance Risk (i.e. the propensity to claim (including the size of such claim)) relating to an individual.
Processing Restrictions: The Client is not permitted to use the Output for assessing the credit risk of allowing an individual to pay for an insurance product in instalments.
Additional Service Conditions: [N/A]
1. These Service Conditions shall apply in respect of the General Insurance Search Type.
2. The following additional definitions shall apply:
   "**Broker**" means an individual or organisation who arranges for an insurance policy to be provided to a consumer by an Insurer with whom the Broker has an agency agreement;
   "**Insurer**" means an organisation that provides insurance quotations and/or insurance policies to consumers directly or via a Broker;
   "**Managing General Agent**" means a Broker that is vested with underwriting authority from an Insurer.
3. The Client shall, in accordance with paragraph 4 to 6, ensure that each data subject is provided with appropriate privacy information about the nature of the Services in advance of providing TransUnion with Input relating to that data subject.
4. The privacy information referred to in paragraph 3 must include express statements that:
   a. The Client will be requesting credit reference agency data from TransUnion in order to perform suitable checks on the data subject for the purpose of an Insurance Risk assessment;
   b. TransUnion may process the data subject's publicly available data (which may include insolvency/bankruptcy events or court judgments entered against the data subject);
   c. a 'General Insurance' search footprint will be left on the data subject's TransUnion credit file. However, this will not negatively impact the data subject's TransUnion credit score; and
   d. The data subject can obtain more information about TransUnion's activities by visiting https://www.transunion.co.uk/crain;
5. The statements described in Service Conditions 4.a and 4.d must be presented as first-layer privacy information (i.e. actually displayed to and drawn to the attention of the data subject), in addition to being included in any relevant privacy notice of the Client. In the case of the first-layer privacy information, the link described in Service Condition 4.d may either link directly to TransUnion's privacy notice or it may link to the location in the Client's privacy notice which provides the link to TransUnion's privacy notice.
6. The URL specified in Service Condition 4.d must:
   a. be made available as a clickable hyperlink; and
   b. be promptly updated if TransUnion notifies the client of a new URL.
7. The Client warrants that it is and shall remain for the duration of this Agreement an Insurer/Broker/Managing General Agent that offers insurance quotations to consumers.

Batch Search Type Description: Quotation Search
Search Type: QT
TrueVision® Public Data Block
Value Added Public Data Blocks:
- TransUnion DNA Number
- CAMEO

TrueVision® Scores for Public Data Block:
- TrueVision® Account Origination Score

TrueVision® Standard Data Block (for SHARE members only)
Value Added Standard Data Blocks:
- Premium
- Point of Sale
- Vehicle Financing
- Advance Loans Insight
- TransUnion DNA Number
- CAMEO
- Financial Stress Indicators (including Index (0-100) and RAG status)

TrueVision® Scores for Standard Data Block:
- TrueVision® Account Origination Score
- TrueVision® Non Geo-Demographic Account Origination Score

- TrueVision® Mortgage Origination Score
- TrueVision® No Intent to Pay Score

Value Added Services:
- Deceased Indicators
- CIFAS
- Associate Search at Declared and Undeclared Address
- Raw Data
- Auto Search Address Links

Permitted Use: To assess the degree of credit risk (i.e. propensity to default on credit repayments) associated with an individual, in response to a request from that individual for an assessment of their eligibility for and/or the price of a credit product(s), prior to that individual making an application for any such credit product(s).
Processing Restriction(s): The Client is not permitted to use the Output for assessing an individual's credit risk for marketing purposes (including but not limited to screening individuals out of marketing lists based on their credit risk) or for assessing an individual's credit risk where the individual is making an application for credit.
Additional Service Conditions: N/A

Batch Search Type Description: Tenant Vet
Search Type: TN
TrueVision® Public Data Block
Value Added Public Data Blocks:
- *TransUnion DNA Number*
- *CAMEO*

***TrueVision® Scores for Public Data Block**:*
- *TrueVision® Account Origination Score*

***Value Added Services**:*
- *Deceased Indicators*
- *CIFAS*
- *Raw Data*
- *Auto Search Address Links*

Permitted Use: To assist the Client to assess the suitability of a Tenant prior to any type of Let or Tenancy.
Processing Restriction(s): N/A
Additional Service Conditions: N/A

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^{TM} 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.