SERVICES AGREEMENT
(Consumer Empowerment)

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**");

(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;
- Appendix 1 (Mandatory Conditions);
- Appendix 2 (LSAR Data Items); 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 and Appendices.

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:
File Number: FN

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 244 1555 or 0845 120 1222
E-Mail:	UKClientServiceDesk@transunion.com (for support and queries)

CLIENT INFORMATION

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

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.

SERVICE SCHEDULE
CONSUMER EMPOWERMENT

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 On each occasion that the Client requests a Customer's LSAR Data on behalf of that Customer, the Client shall:

1.1.1 provide TransUnion with the Input TransUnion requires to allow TransUnion to perform Authentication on the Customer; and

1.1.2 obtain the Consent of the Customer either in writing or via the Client Website.

1.2 TransUnion shall provide the Client with the LSAR Data as at the date of such request via API in XML format only after the Customer is successfully Authenticated to the satisfaction of TransUnion. If the Customer cannot be successfully Authenticated, TransUnion shall notify the Client that Authentication has failed. ***[INDICATIVE SERVICE DESCRIPTION, TO BE AMENDED TO REFLECT THE TRANSACTION]***

2. PERMITTED PURPOSE

2.1 To provide debt management advice to a Customer in accordance with outcome 4 of the FCA Treating Customers Fairly ('**TCF**') requirements. The Client is not permitted to use the LSAR Data for marketing purposes or for the purpose of making a lending decision.

2.2 for the purposes of providing a quotation and/or indication of eligibility for a financial product, prior to the Customer making a full application for that financial product, for the Client's internal business purposes only. The Client is not permitted to use the LSAR Data for the purpose of making a lending decision.

2.3 To access the suitability of a Customer for the purpose of administering a rental and/or tenancy application, for the Client's internal business purposes only. The Client is not permitted to use the LSAR Data for marketing purposes or for the purpose of making a lending decision

3. SERVICE SCHEDULE DURATION

3.1 As set out in the Primary Schedule.

4. SERVICE CONDITIONS

The Services are provided subject to the following Service Conditions:

4.1 Without prejudice to the Client's obligations under the data subject access provisions of the Data Protection Legislation, the Client shall not provide or display the LSAR Data to the Customer as part of the Client Services.

4.2 The Consent obtained from the Customer shall as a minimum:

4.2.1 provide the Customer with a clear and concise description of what a credit report is, how the data requested from TransUnion is going to be used and set out an alternative route of application for the Client Services if the Customer does not wish to use the LSAR Data customer journey;

4.2.2 make clear to the Customer which data items contained in the credit report the Client is requesting from TransUnion, as set out in Appendix 2.

4.3 The Client shall retain records of the Consent(s) given by each Customer and shall allow TransUnion to review these records promptly upon request, including the full name of the consumer and the time and date of the Consent.

4.4 The Input and the Consent shall be collected by the Client from the Customer contemporaneously with the submission of the Input to TransUnion.

4.5 Where TransUnion informs the Client that a Customer has failed Authentication, the Client shall offer that Customer an alternative route of application for the Client Services (such as asking the Customer to obtain their credit report via the Online LSAR route or manually entering details of their current and previous credit products).

4.6 Where the Client is provided with the Customer's LSAR Data, TransUnion shall leave a search footprint on the Customer's credit file and TransUnion shall dictate the search type that is used from time to time.

4.7 Subject to the Client's obligations under applicable Regulatory Requirements, the Client shall delete all copies of a Customer's LSAR Data from its systems as soon as the Client Services have been completed and the Client shall provide TransUnion with copies of its data retention policies and procedures on request.

4.8 The Client shall ensure that the methods it uses to provide any Client Services using the LSAR Data do not result in the LSAR Data being rendered inaccurate or misleading.

4.9 In the event that the Customer requests a copy of the LSAR Data the Client shall direct the Customer to the Online LSAR (or direct the Customer to submit such a request to TransUnion by post). The Client has no authority to enter into end-user agreements on behalf of TransUnion, or otherwise make any contractual arrangement with any party in respect of any product or service of TransUnion. The Client acknowledges that TransUnion shall be under no obligation to enter into an End-User Agreement with any Customer. TransUnion shall retain the right, at its sole discretion, to refuse to contract with any Customer, without having to give reasons to the Client.

4.10 If the Client receives a request from or on behalf of either (i) a regulator; (ii) a Consumer; or (iii) a Customer for access to or copies of any personal data which comprises or is derived from the Output (including any request under Article 15 of the GDPR), the Client shall (except to the extent prohibited by law) inform TransUnion of such event and provide details of the request to TransUnion (having removed any personal data contained in such request) as soon as reasonably practicable.

4.11 The Client agrees that it shall not issue any promotional or marketing material or publish any website content in connection with the Online LSAR or use TransUnion's name, trade marks or intellectual property without the prior written approval of TransUnion.

4.12 By entering into this Agreement, the Client acknowledges that TransUnion may cleanse any data it holds and receives against Royal Mail's PAF® database (which includes the database known as the 'Alias File'). As a result of this process, the postal address that appears on a Customer's credit report will be in the form of the postal address contained the Royal Mail PAF® database and may differ from the form of postal address that the Customer provides to the Client as part of the Input (for example, vanity house names may not appear).

4.13 To the maximum extent permitted by law, the Client acknowledges that the data suppliers to TransUnion (including VocaLink) and their respective officers, employees, agents and licensors have no liability to it whatsoever in connection with this Agreement.

4.14 The Client warrants that the Input is accurate at the date of supply to TransUnion and will not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful. In particular, the Client warrants that all necessary licences and consents (if any, and including but not limited to those from owners of copyrights) have been obtained.

4.15 The Client grants to each of the TransUnion Information Group companies and their subcontractors a non-exclusive, irrevocable, perpetual licence to copy, store, use and sub-license the Input (including the electronic mail and internet protocol addresses that form part of the Input) to enable the TransUnion Information Group companies or their subcontractors to provide services to their clients in which the Input is used to assist with identity verification, and prevention of fraud/money laundering. The Client acknowledges that the Input will be cross-referenced against the Fraud Database for the purposes of providing the Services and agrees that the licence granted to TransUnion shall include an irrevocable, perpetual licence for its subcontractors to retain and use the Input to assist it in improving the Fraud Database. For the avoidance of doubt, the Input will not be used to initiate contact with the Client's customers for direct marketing purposes. This paragraph 4.15 shall survive the expiry or termination of this Agreement.

4.16 The Client warrants to each of the TransUnion Information Group companies that, in compliance with the Applicable Law (including the Data Protection Legislation), the Client shall provide notice to the each Consumer that the data provided by the Consumer may be processed in the manner described in paragraphs 4.15, 4.19 and 4.22 and clause 6.3 of the General Terms. This notice shall include a link to the TransUnion Bureau Privacy Notice, currently available at https://www.transunion.co.uk/legal-information/bureau-privacy-notice (or such replacement URL as notified to the Client from time to time) and a link to the iovation privacy policy currently available at https://www.iovation.com/privacy (or such replacement URL as notified to the Client from time to time). For the purposes of this Agreement, "**iovation**" means iovation Inc, a Delaware corporation with a place of business at 111 SW Fifth Avenue, Floor 32, Portland, Oregon 97204 USA, for the purposes of this Agreement, a TransUnion Information Group company and TransUnion's subcontractor.

4.17 Paragraphs 4.15 and 4.16 shall be an express exception to clause 23.1 of the General Terms in respect of the Contracts (Rights of Third Parties) Act 1999

4.18 The Client shall ensure that each cardholder in respect of whom the Card Live verification is carried out (i) consents to such verification being carried out; and (ii) agrees to the information concerning, and the results of, the verification being passed to the Client and any third parties processing such data on behalf of the Client.

4.19 The Client acknowledges that the provision of the Services may require TransUnion and its subcontractors to transfer the email address, IP (Internet Protocol) address, telephone number and device identifying technical data contained in the Input to third parties located in countries or territories outside of both the United Kingdom and the European Economic Area. The licence granted by the Client at clause 6.3 of the General Terms is granted in full contemplation of, and agreement to, such transfers.

4.20 The Client agrees to install the software provided to it by TransUnion that is required to collect certain device-identifying technical data ("**Device Identifying Software**") on agreed pages of the Client's Website and utilise such Device Identifying Software on a non-exclusive basis. TransUnion may from time to time, giving reasonable notice, require the Client to install an updated version of the Device Identifying Software.

4.21 The Client agrees that TransUnion and/or its subcontractor will retain all ownership rights (including but not limited to any copyright, patent, trade secret, trade mark or other proprietary and/or intellectual property rights) in and to the Device Identifying Software and the Fraud Database (including but not limited to any components thereof, any information contributed to the Fraud Database as a result of the performance of this Agreement and any adaptation of the Device Identifying Software to meet the Client's specifications, unless the adaptation incorporates intellectual property of the Client in which case such intellectual property will remain the Client's property) (together the "**DeviceRisk Elements**"). To the extent that any such rights may have vested in it, the Client hereby assigns to TransUnion all existing and future intellectual property rights in the DeviceRisk Elements and all materials embodying such rights to the fullest extent permitted by law.

4.22 The Client acknowledges that the Service uses first party cookies (set by the Client) and third party cookies (set by TransUnion/its subcontractor) for its data capture process.

4.23 The Client acknowledges that the Input will be cross-referenced against the Fraud Database for the purposes of providing the Service.

4.24 Without prejudice to clause **Error! Reference source not found.** of the General Terms, the Client shall not use the Services (including any Output) to make a decision based solely on automated processing (including profiling) in relation to a data subject where such decision produces legal effects concerning that data subject or similarly significantly affects that data subject except where the Client is permitted to do so pursuant to the Data Protection Legislation. Where it is so permitted to make such decision, the Client shall at all times comply with all relevant requirements as set out under the Data Protection Legislation in relation to that data subject's rights and freedoms and legitimate interests in connection with that decision.

4.25 The Client acknowledges that to deal with the sensitivities that some data subjects may have regarding the use of their data for ID verification purposes, the Client shall offer alternative methods by which a data subject can verify their identity and shall not discriminate against a data subject because of their refusal to use or permit the use of electronic ID verification systems.

4.26 The Client shall not use the Services or the Output in a way that may result in a breach of section 19 of the Financial Services and Markets Act 2000 (or any successor legislation). Nothing in this Service Schedule shall affect the provisions set out in the Payment Schedule and any fees set out therein become due and payable by the Client regardless of whether or not the Client has obtained or maintained any approval or permission required by any Regulator.

4.27 Upon submitting Authentication Input relating to a Consumer to TransUnion, the Client represents and warrants to TransUnion that the Consumer has successfully passed each of the Onboarding Trusted Source Checks. The Client shall not submit any Authentication Input to TransUnion in relation to a Consumer who has not successfully passed each of the Trusted Source Checks.

4.28 Upon submitting a request for any LSAR Data to TransUnion, the Client represents and warrants to TransUnion that the relevant Customer successfully passed each of the Ongoing Trusted Source Checks when the Customer last attempted to access the Client Services. The Client shall not submit any requests for LSAR Data to TransUnion in relation to a Customer who did not successful pass each of the Ongoing Trusted Source Checks when the Customer last attempted to access the Client Services.

4.29 If the Client intends to make any changes to the authentication and identity verification checks that are applied to Customers or to Consumers attempting to access the Client Services, the Client shall inform TransUnion in writing of these changes prior to the changes being implemented.

4.30 Any failure by the Client to comply with Service Condition 4.27 or 4.28 shall be considered to be: (i) a breach of this Agreement for the purposes of clause 13.1 of the General Terms; and (ii) a material breach of this Agreement for the purposes of clause **Error! Reference source not found.** of the General Terms.

4.31 To the extent that the Client markets financial products or non-commercial editorial content to Customers by using the Output in accordance with the Permitted Purpose, the marketed financial products and non-commercial editorial content shall comply with all relevant laws, regulations and applicable guidelines and shall not (and, to the extent the Client controls the content of any websites linked to those advertisements, those websites linked to those advertisements shall not):

4.31.1 relate or refer to a competitor of TransUnion;

4.31.2 reasonably be considered to be obscene, defamatory, harassing, offensive, malicious, or liable to incite racial hatred or acts of terrorism;

4.31.3 contain or promote anything related to gambling, tobacco, pornography, alcohol, or pharmaceutical products; or

4.31.4 infringe any third party rights.

[INDICATIVE LIST OF SERVICE CONDITIONS, TO BE AMENDED TO REFLECT THE TRANSACTION]

TransUnion

PAYMENT SCHEDULE

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

APPENDIX 1
MANDATORY CONDITIONS

The Client shall ensure that each End-User Agreement entered into with a Customer contains the following provisions in relation to the Services and LSAR Data:

1.1 The End-User Agreement shall expressly state that certain elements of the Client Services utilise data provided by TransUnion (**"TransUnion Provided Data"**) and that as such, the Client will need to share data collected from the Customer with TransUnion (and its subcontractors) in order to provide the TransUnion Provided Data.

1.2 The Client shall make clear in the End-User Agreement that the source of the LSAR Data utilised in the provision of the Client Services is TransUnion.

1.3 The Client shall make the Customer aware of how its data will be used by the Client (and by TransUnion in relation to TransUnion Provided Services) with a privacy notice that make reference to such processing which meets the requirements of the Data Protection Legislation.

1.4 The Client shall make the Customer aware that in the event of a query or dispute in connection with the Client Services it should contact the Client in the first instance; and that if its query or complaint relates to the data that TransUnion holds and the Client is not able to resolve such query or dispute, the Client may refer the query or dispute to TransUnion.

1.5 The Client shall obtain the following terms in the End-User Agreement:

(a) the Customer will be required to successfully pass an authentication process before the Client will be provided with the TransUnion Provided Data. Not all Customers will successfully pass authentication and neither the Client nor TransUnion are required to notify the Customer why it has not been successfully authenticated, but one reason for this may be that, at the time the Client requests the TransUnion Provided Data, TransUnion has been unable to match the Customer's personal details to the correct credit profile in its database;

(b) the Client will only be provided with TransUnion Provided Data in respect of Customers that are over 18 years of age and who live in the UK, the Channel Islands or the Isle of Man.

(c) the Customer confirms that the person utilising the Client Services and providing the Consent is the individual Customer and they are not doing so on behalf of a third party (whether as agent or representative on behalf of, or as a service provider to, or otherwise);

(d) TransUnion shall use its reasonable efforts to verify the accuracy of the information provided as part of TransUnion Provided Data. However, TransUnion cannot guarantee that it is completely accurate as some of this information comes from other businesses, which get the information from other sources themselves such as the electoral register, insurance companies or financial institutions. Neither TransUnion, nor any other third parties used to provide the TransUnion Provided Data have any control over the content of such information and are not responsible if it turns out to be inaccurate;

(e) any TransUnion Provided Data, or information derived from the TransUnion Provided Data, that is provided to the Customer is provided for guidance and information only. The fact that a Consumer has a good credit score does not mean that a lender, credit card company or other provider of financial services products will accept their application, and they have their own acceptance criteria. Also, a credit score does not take into consideration affordability issues which are also considered by financial services/credit providers;

(f) the Client reserves the right to suspend access to Client Services, any TransUnion Provided Data or any information derived from the TransUnion Provided Data if at any time TransUnion or the Client considers that there is or is likely to be a breach of security; the Customer is misusing Client Services, any TransUnion Provided Data or any information derived from the TransUnion Provided Data (meaning use thereof in a way which is not permitted or is fraudulent); or the use of Client Services, any TransUnion Provided Data or any information derived from the TransUnion Provided Data is in any way detrimental to the Client or TransUnion;

(g) the Customer acknowledges and agrees that all intellectual property rights in the TransUnion Provided Data or any information derived from the TransUnion Provided Data and all aspects of them shall be owned by TransUnion and/or its licensors.

1.6 The Client shall draw to the Customer's attention the following provisions as part of the End-User Agreement:

(a) the request for LSAR Data shall leave a footprint on the Customer's credit file, which is not visible to lenders, but will be visible to the Customer and this footprint will read as having been made by the Client (or as notified by TransUnion from time to time); and

(b) in order to allow the Client to access the LSAR Data as part of the Client Services, the Customer is submitting a request under section 15 of the GDPR (or any successor legislation) to TransUnion.

1.7 The Client shall obtain the Customer's Consent prior to requesting the LSAR Data, and if the Customer later withdraws the Consent, the Client shall immediately delete any LSAR Data it holds in relation to that Customer and shall cease providing the Customer with Client Services which rely upon any LSAR Data.

1.8 The Client shall retain all records in respect of the Consent and, by submitting requests to TransUnion for LSAR Data under this Agreement, the Client agrees that it has in place the relevant and up-to-date Consent. TransUnion reserves the right to audit the Client's records in respect of such Consent from time to time during the term of this Agreement.

APPENDIX 2
LSAR DATA ITEMS

[*TBC*]

GENERAL TERMS FOR TRANSUNION SERVICES
(END USER VERSION 06/24)

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.

"**API**" shall have the meaning set out in clause 3.4.

"**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.

"**Authentication**" means the identity verification process carried out by TransUnion to verify the identity of the Customer by matching individuals to the files that TransUnion holds on its credit reference databases (and the terms "**Authenticate**" and "**Authenticated**" shall be interpreted accordingly).

"**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.

"**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 Group Company**" means any undertaking which is the Client's parent undertaking or its subsidiary undertaking or a subsidiary undertaking of any such parent undertaking from time to time (where "undertaking", "parent undertaking" and "subsidiary undertaking" have the meanings given to them by sections 1161 and 1162 of the Companies Act 2006).

"**Client Materials**" means all Client data and materials made available to TransUnion pursuant to this Agreement by (or on behalf of) the Client, including the Input.

"**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.

"**Client Services**" means the [credit agreement based financial claims advice] services that the Client provides to Customers.

"**Client Website**" means the website operated by or on behalf of the Client and located at the URL identified in the Primary Schedule used to deliver the Client 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 Personal Data, information concerning its products, services, customers, suppliers, business accounts, financial or contractual arrangements or other dealings, computer systems, 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", including such information obtained before the Agreement Effective Date. Without limiting the above, in the case of the Client's obligations the term Confidential Information shall be deemed to include the Output, the Documentation and TransUnion's Software & Systems, and, in the case of TransUnion's obligations the term Confidential Information shall be deemed to include the Input.

"**Consent**" means the consent of the Customer to the Client requesting the Customer's LSAR Data from TransUnion on the Customer's behalf, in a form and using a method which satisfies any applicable legal or Regulatory Requirements.

"**Consumer**" means any natural person acting for purposes outside his trade, business or profession, as more particularly defined in the FCA Handbook (as amended from time to time) which includes a Customer.

"**Consumer Facing Materials**" means all external training, sales, advertising, marketing and other material in any format: (a) that the Client uses or intends to use: (i) in respect of any part of the Services, or (ii) which otherwise utilises TransUnion's name; and/or (b) incorporating the presentation of the Services and/or Output as part of the Client Services. For the avoidance of doubt, the Client's Website shall be deemed to be Consumer Facing Materials to the extent that the Client's Website meets any of the foregoing criteria.

"**Control**" has the meaning given by section 1124 of the Corporation Tax Act 2010.

"**Customer**" means Consumers who have successfully passed Authentication and are able to access the Client Services.

"**Data Protection Legislation**" has the meaning given 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.

"**End-User Agreement**" means an agreement entered into between the Client and a Consumer in respect of the Client Services, including any terms of use of the Client Website.

"**ER Regulations**" means: (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.

"**Fraud Database**" means the databases maintained by TransUnion and/or its subcontractors of known devices, email addresses, telephone numbers and associated information, which enables TransUnion to provide aspects of the Services to its clients and resellers.

"**General Terms**" means these General Terms for Services.

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

"**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.

"**LSAR Data**" means selected elements of the data items contained in a Customer's credit report, as set out in Appendix 2.

"**Mandatory Conditions**" means those terms more particularly specified in Appendix 1 in respect of the Services and the Output.

"**Onboarding Trusted Source Checks**" means the following:

- electronic ID check and impersonation controls;
- two of the following three factors must be utilised: 1) something you know (name, address, date of birth, KBA); 2) something you have (card, token, email, mobile, card reader, document verification); and 3) something you are (fingerprint); and
- cardless verification must include each of the following: device checks, predictive analytics, email & phone risk.

"**Ongoing Trusted Source Checks**" means the following:

- two factor authentication;
- two of the following three factors must be utilised: 1) something you know (user name & password); 2) something you have (card, token, email, mobile, card reader, document verification); and 3) something you are (fingerprint); and
- cardless verification must include each of the following: device checks, predictive analytics, email & phone risk.

"**Online LSAR**" means the LSAR process TransUnion makes available to Consumers via www.TransUnion.co.uk.

"**Output**" means all data, scores, results, flags, reports, documents, specifications, advice, guidance and other output and information in whatever form made available to the Client or otherwise derived from the Services (whether during access to any of TransUnion's Software & Systems or otherwise) by TransUnion in connection with the Services, including the LSAR Data.

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

"**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.

"**Regulator**" means any supervisory body or person duly appointed under Regulatory Requirements to regulate market activity, organisations or individuals in respect of the Regulatory Requirements.

"Regulatory Requirements" shall have the meaning set out in clause 7.1.

"**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, access to TransUnion Software & Systems and Documentation provided by TransUnion to the Client including, where agreed between the parties, access to TransUnion's Websites.

"**Service Start Date**" means (unless otherwise stated in the Primary Schedule) the earlier of (i) the first date on which the Client commences live use of any Services falling within the scope of this Agreement (as logged by TransUnion's systems); and (ii) 30 days after the Agreement Signature Date.

"**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.

"**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.

"TransUnion's Software & Systems" means TransUnion's computer network and systems and any software held thereon or otherwise used by TransUnion in the performance of the Services.

"**VocaLink**" means VocaLink Limited of 1 Angel Lane, London EC4R 3AB, registered in England, company number 6119048.

"**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, Appendices 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, Schedules and Appendices are to the clauses, Schedules and Appendices to this Agreement. References to paragraphs are to the paragraphs within the Schedules or Appendices.

1.7 References to any gender includes any other gender 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 in the credit reference industry 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 as notified by TransUnion (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 agrees to provide the Input in the format agreed between the parties. If the Input is not received by TransUnion in the format agreed between the parties, then the Client will (i) promptly resubmit the Input in the agreed format; or (ii) subject to prior agreement with TransUnion, instruct TransUnion to correct the Input at the Client's expense (the charges for which shall be agreed between the parties in advance of such correction work being carried out).

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.

4 DOCUMENTATION

4.1 Unless otherwise stated in a Service Schedule, where Documentation are 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 receive any 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 SERVICES AND OUTPUT

5.1 Subject to clause 11.1, TransUnion licenses the Client to use the Services with effect from the relevant Service Start Date and for the duration of this Agreement for the Permitted Purpose only. The Client shall not use the Services 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. For the avoidance of doubt and without limiting the generality of the foregoing, the Services and/or Output may not be used by the Client to provide a business to business or business to consumer service. Unless expressly stated in the Permitted Purpose in the Service Schedule for the relevant service, the Output cannot be used for direct marketing purposes.

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 shall ensure that any Customer, before accessing the Client Website or otherwise accessing the Client Services at any time on or after the Service Start Date, shall be party to a valid and enforceable End-User Agreement which contains the Mandatory Conditions. The Client shall not enter into any additional or alternative contract terms with any Customer which conflict (or are reasonably likely to conflict) with the Mandatory Conditions. The Client shall enforce any such End-User Agreement. The Client shall ensure that no Customer accesses the Client Website or otherwise accesses the Client Services at any time before the Service Start Date, save as expressly permitted in this Agreement or otherwise by TransUnion in writing.

5.6 TransUnion is not obliged to provide the Services (other than performing Authentication services) including any Output in respect of any Customer who has not been successfully Authenticated.

5.7 The Client shall ensure that the Client's Website (or other portal) from which the Client provides the Client Services can be accessed contains an appropriate privacy policy and complies with all applicable Regulatory Requirements.

5.8 The Client shall supply a copy of the End-User Agreement, any marketing or promotional materials in respect of the Client Services (including the Customer journey for registration and delivery of the Client Services) and the privacy policy to TransUnion for approval. Any approvals or amendments required by TransUnion are for its own internal purposes and the Client retains absolute responsibility to ensure that its End-User Agreements and privacy policy comply with all Regulatory Requirements.

5.9 The Client shall be responsible for maintaining Customer registration and access processes via the Client's Website for providing Customers with online access to the Client Services.

5.10 The Client shall be responsible for:

5.10.1 the delivery of the Client Services and all support to Customers in respect thereof; and

5.10.2 ensuring that the Client Services comply with all Regulatory Requirements.

5.11 The Client shall provide TransUnion with reasonable advance notice in relation to any material changes it intends to make to that part of the Client Services that utilises the Output or to the way in which the Output is processed.

5.12 The Client is responsible for ensuring that the Input and the Output is not detrimentally affected by the fact that the Output is delivered via, utilised, modified, amended or interpreted by the Client and the Client shall not: (i) do anything which will render the Input or the Output different to that which was provided by the Customer to the Client or by TransUnion to the Client; or (ii) merge the Input or the Output with any other data (without the consent of TransUnion) or (iii) place itself or TransUnion in breach of any Regulatory Requirements.

5.13 The Client shall during and after the term of this Agreement:

5.13.1 immediately inform TransUnion of any improper use of or unauthorised access to the Client Services, the Services and/or or the Output which comes to the Client's notice and assist TransUnion in taking appropriate steps to defend the rights and interests of TransUnion; and

5.13.2 comply with the reasonable instructions of TransUnion from time to time relating to access to and use of the Client Services, the Services and/or the Output.

5.14 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 5.1 shall be a material breach for the purposes of clauses 12.4.1 of this Agreement.

6 OWNERSHIP

6.1 All IPR in the Client Materials and 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 Client Materials and 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 Client Materials and the Input to TransUnion for the purposes of this Agreement; and (ii) use of the Client Materials and 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) ("**Regulatory Requirements**").

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 PROCESSOR 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 The Client shall provide information to Consumers in a way that is clear fair and not misleading and shall ensure that outcomes for Consumers are fair.

8.3 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.

8.4 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.

8.5 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.

8.6 The Client is responsible for set up and administration of organisational structures, user IDs and passwords in relation to its use of the Services.

8.7 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.

8.8 The Client shall ensure that each Client User keeps his or her user credentials for the Services confidential. Client User credentials shall not be shared between individuals.

8.9 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.

8.10 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.

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

8.12 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 in connection with this Agreement.

8.13 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 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.

8.14 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

8.15 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. Where, in accordance with this Agreement, TransUnion is acting as a controller in relation to the Input, the Client shall ensure that each data subject whose personal data is contained in the Input has been provided with a link 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

8.16 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.

8.17 The Client warrants that in respect of any personal data which it transfers to TransUnion in connection with the Services, it has obtained such personal data fairly and lawfully in accordance with the Data Protection Legislation and that the processing of such personal data by TransUnion in connection with the Services shall not thereby be in breach of the Data Protection Legislation.

8.18 The Client shall not process personal data outside of the United Kingdom

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 his or her 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 is lawfully disclosed to the receiving party by any third party and is not 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 law, by any court of competent jurisdiction or any regulatory body provided that (where permitted by 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 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 taking of 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, 5.2 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 (including suspension of the licence to use any Software & Systems or Output). For the avoidance of doubt, any such suspension pursuant to this clause 12.1 shall not affect the Client's obligations under clause 10.1.

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 the licence to use any Software & Systems or 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, in which case TransUnion shall not be deemed to be in breach of this Agreement by reason of such suspension.

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 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 12.7):

12.6.1 immediately cease using the Services, any Software & Systems 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 Each party acknowledges that they may each have a standard data archiving policy which includes the creation and retention of backup copies of data and other information ("Retained Data") held on its computer systems for legal, regulatory compliance, IT restoration and disaster recovery purposes only. For the avoidance of doubt, such purposes shall be deemed to include use of the Output to the extent reasonably necessary to enable the Client to proceed with investigations and/or prosecutions or otherwise as may be reasonably necessary to enable the Client to establish, exercise or defend its legal rights. Each party therefore agrees that the Retained Data held by the other party shall not be subject to an obligation to be returned or deleted, whether upon termination or expiry or otherwise. For the avoidance of doubt:

12.7.1 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

12.7.2 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.

12.8 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:

12.8.1 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

12.8.2 an appropriate variation to the terms of this Agreement for provision of the unaffected Services.

12.9 If TransUnion reasonably believes that use of the Services or the Output by the Client for any or all of the Permitted Purposes (or use by other third parties of similar services or output for purposes similar to the Permitted Purposes) is likely to result in:

12.9.1 TransUnion ceasing to have the right or ability to make such Services and/or Output available to the Client; or

12.9.2 TransUnion's continued commercial relationship with any one or more data providers who together or alone contribute a significant amount of revenue to TransUnion or the TransUnion Information Group being materially jeopardized,

TransUnion shall notify the Client and the parties shall enter into good faith discussions to attempt to resolve the issue and, if the parties cannot agree a solution to TransUnion's reasonable satisfaction within one month of TransUnion's notice, TransUnion may immediately terminate the relevant Permitted Purpose on notice to the Client

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, 10.1, 11.1, 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

13.3 TransUnion shall have the right at any time during the term of this Agreement to request and/or inspect all Consumer Facing Materials and (where appropriate) approve such Consumer Facing Materials prior to live use by the Client. The Client retains the ultimate legislative, regulatory and other burden of the Consumer Facing Materials and TransUnion does not have any responsibility in respect thereof. Any requirements for amendment or consent provided to the Client are for TransUnion's purposes only and do not constitute legal or compliance advice.

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 TransUnion is entitled to sub-contract the performance of any of its obligations under this Agreement provided that TransUnion 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 elsewhere in this Agreement with 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.