

**SERVICE SCHEDULE
CALLVALIDATE UK (ONLINE)**

1. DESCRIPTION OF THE SERVICES

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

- 1.1 CallValidate UK (Online Service)
- 1.2 CallValidate UK elements:
 - CallML
 - CallML Value Added Service: Age Verification
 - Bank
 - Card
 - Real Time Fraud Alerts
 - Ownership Fraud Alert (Bank)
 - Ownership Fraud Alert (Card)
 - CallValidate3D
 - Bank Account Premium

2. PERMITTED PURPOSE

(1) To make internal business decisions in respect of anti-money laundering to support an inbound financial transaction relationship, for the Client's internal business purposes only; and (2) To verify that particular sort codes, account numbers and credit/debit card numbers are valid to aid in the identification and prevention of high fraud risks, for the Client's internal business purposes only.

3. SERVICE SCHEDULE DURATION

- 3.1 As set out in the Primary Schedule

4. SERVICE CONDITIONS

These Service Conditions shall apply in respect of the CallValidate UK Service only.

- 4.1 In respect of these Service Conditions for CallValidate UK, the following additional definitions apply:
 - "**Extract**" means all information sourced from the ISCD Database that is contained in the Output;
 - "**ISCD**" means the Industry Sorting Code Directory;
 - "**ISCD Database**" means the VocaLink product by that name, consisting of a copy of a computer file of data relating to sort codes of financial institutions participating in UK Clearing Services or any other data taken from the computer file of ISCD and incorporated into any computer file produced or created by or on behalf of the Client;
 - "**Sorting Code**" means the code numbers issued from time to time by UK Payments for use in payment clearings operated by its members;
 - "**Sorting Code Data**" means the information that constitutes a sort code;
 - "**UK Clearing Services**" means each of the BACS Payment Services, the CHAPS Payment Services and the Cheque and Credit Clearing Services;
 - "**UK Payments**" means UK Payments Administration Limited whose registered office is at 2 Thomas More Square, London, E1W 1YN registered in England, number 1935025; and
 - "**VocaLink**" means VocaLink Limited of 1 Angel Lane, London EC4R 3AB, registered in England, company number 6119048.
- 4.2 As between the Client and TransUnion, the Extract shall be the property of VocaLink and except as provided by the terms of this Agreement (and s.296A of the Copyright Designs and Patents Act 1988) the Client shall have no rights to copy, modify, develop or adapt the Extract or to use, sell, dispose of or transfer the Extract or any copies thereof in the possession of the Client.
- 4.3 All Extracts and related data licensed to the Client are provided in an "as is" state. No warranty or indemnity of any kind whatsoever is given by TransUnion or its suppliers in respect of the Extract and all conditions and warranties express or implied or otherwise are hereby expressly excluded to the fullest extent permitted by law.
- 4.4 The Client warrants that the Input is accurate at the date of supply to TransUnion's Agent 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.
- 4.5 The Client acknowledges that all intellectual property rights including but not limited to copyright and other intellectual property rights in the ISCD Database are owned by VocaLink and that all intellectual property rights in the Sorting Code, Sorting Code Data, and the Industry Sorting Code Directory are owned by UK Payments.
- 4.6 No title or rights of ownership, copyright or any other intellectual property rights in the ISCD Database, Sorting Code, Sorting Code Data, and the Industry Sorting Code Directory are or will be transferred to the Client.
- 4.7 The Client will ensure that all of its relevant employees are advised that the ISCD Database and all intellectual property rights in it are the property of VocaLink and the Client will use all reasonable endeavours to ensure that its employees comply with all of the terms and conditions of this Agreement.
- 4.8 The Client shall ensure that any permitted copies of the Extract will incorporate an appropriate notice indicating that copyright in the ISCD Database is vested in VocaLink.
- 4.9 The Client acknowledges that its right to use the Extract (and any copies) may be terminated on written notice at any time in the event that TransUnion or its licensors cease, for any reason, to have the right to make the Extract available or if the Client fails to abide by these Service Conditions for CallValidate UK.

- 4.10 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 or the Client's use of the ISCD Database, card verification data or any other part of the Output.
- 4.11 The Client grants to each of the TransUnion Information Group companies 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 to provide services to their clients in which the Input is used to assist with identity verification, prevention of fraud/money laundering, service delivery and process implementation only. For the avoidance of doubt, the electronic mail and internet protocol addresses that form part of the Input will not be used to initiate contact with the Client's customers for direct marketing purposes. This paragraph 4.11 shall survive the expiry or termination of this Agreement.
- 4.12 The Client warrants to each of the TransUnion Information Group companies that, in compliance with the applicable laws (including the Data Protection Legislation), all appropriate notices have been given and/or consents (including data subject consents) have been obtained to enable the Input (together with the related Output) to be used in the manner described in paragraph 4.10 above and clause 6.3 of the General Terms.
- 4.13 Paragraphs 4.11 and 4.12 shall be an express exception to clause 23.1 of the General Terms in respect of the Contracts (Rights of Third Parties) Act 1999.
- 4.14 Where the CallValidate UK Service includes the Real Time Fraud Alerts element (as indicated in the Payment Schedule) then the Permitted Purpose for the Real Time Fraud Alerts element is: To aid in the identification and prevention of high fraud risks and identity theft for the Client's internal business purposes only.
- 4.15 Where the CallValidate UK Service includes the Card Live element (as indicated in the Payment Schedule) then the Client shall ensure that each cardholder in respect of whom the Client requests Card Live verification (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.
- 4.16 Where the CallValidate UK Service includes the Bank Account Premium element (as indicated in the Payment Schedule) then the Client agrees to receive the Output in respect of Bank Account Premium via the CallValidate UK scorecard only until such time as the Client upgrades to the latest version of the API. The timetable for such upgrade shall be agreed between the parties.
- 4.17 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.
- 4.18 If any Authorised Group Companies are listed in the Primary Schedule then the Client warrants to TransUnion that it is appointed as agent on behalf of each of the Authorised Group Companies to agree to all relevant terms of this Agreement (including the Service Conditions) to grant the rights and comply with the obligations placed upon the Client pursuant to this Agreement to the same extent (where appropriate) as if each Authorised Group Company had executed this Agreement in its own right. If required by TransUnion, the Client shall procure that each of the Authorised Group Companies shall sign separate agreements with TransUnion on equivalent terms to this Agreement. TransUnion may suspend access to the Services and Output by the Authorised Group Companies at any time pending satisfaction of this requirement.
- 4.19 Details of the configuration of the CallValidate UK Service for the Client shall be agreed between the parties.
- 4.20 **CallValidate3D**
These Service Conditions shall apply in respect of the CallValidate3D Service only.
- 4.20.1 The CallValidate3D Service uses information from TransUnion's SHARE database. Access to particular data within the SHARE database shall only be available to current members of SHARE who are making appropriate contributions to the SHARE database in accordance with the Principles of Reciprocity (as defined in clause 7.2 of the General Terms). Access to any other closed user groups shall be restricted to members of the relevant closed user groups and, notwithstanding anything to the contrary contained in this Agreement, access is subject to the rules of those closed user groups.
- 4.20.2 If the data contributions of the Client into SHARE or another closed user group are reduced, or the nature of those contributions is otherwise changed in a material respect, then TransUnion shall have the right to change the form and/or content of the CallValidate3D Service (effective immediately) to those appropriate to the new level of contribution, in each case having regard to the rules of the relevant closed user group.
- 4.20.3 Details of the configuration of the CallValidate3D Service for the Client shall be agreed between the parties.

5. **CLIENT MINIMUM SECURITY STANDARD**
Level One

PAYMENT SCHEDULE

The detail of payments due in respect of the Services pursuant to this Agreement will be set out in an agreement between TransUnion's Agent and the Client.

GENERAL TERMS FOR TRANSUNION SERVICES
(END USER VERSION C39-OM1 06/18 - MOD)

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; (ii) the Online Service Start Date; (iii) the Batch 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" means (where applicable) the application programming interface used to access TransUnion's Services.

"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 any company expressly identified as an Authorised Group Company in the Primary Schedule in which the Client has direct or indirect ownership of greater than 50% of the voting shares of the relevant company. A company shall only be an Authorised Group Company for so long as the Client retains such ownership.

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

"Batch Service Start Date" means (unless otherwise stated in the Primary Schedule) the earlier of (i) the first date on which any Consultancy or Batch Services falling within the scope of this Agreement are commenced by or on behalf of TransUnion; and (ii) 30 days after the Agreement Signature Date. References to the Batch Service Start Date shall be disregarded if there are no Consultancy or Batch Services within the scope of this Agreement.

"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 Minimum Security Standards" means the minimum information security standards to be met by the Client, as specified by TransUnion from time to time as the Client Minimum Security Standards on the web page <http://www.callcredit.co.uk/legal-information/client-minimum-security-standards>. The applicable Standard shall be Level Two except where another Level is stated in a Service Schedule for a particular Service.

"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 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).

"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, the Software 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.

"Data Protection Legislation" the European Union's Regulation 2016/679 known as the General Data Protection Regulation ("GDPR") and any applicable UK legislation that supplements, modifies, implements or applies it (including the Data Protection Act 2018) 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 for the purposes of interpreting the Data Protection Legislation.

"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).

"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.

"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.

"Online 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 Online Services falling within the scope of this Agreement (as logged by TransUnion's systems); and (ii) 30 days after the Agreement Signature Date. References to the Online Service Start Date shall be disregarded if there are no Online Services within the scope of this Agreement.

"Output" means all data, scores, results, flags, reports, documents, advice, guidance and other output and information provided by TransUnion as part of the Services.

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

"Software" means any software listed as part of the Services in a Service Schedule, to be utilised by or made available by TransUnion.

"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 Agent" means Pay360 Limited (a company incorporated in England and Wales under company number 03539217) whose registered office is at 17 Rochester Row, London, United Kingdom, SW1P 1QT.

"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 later of (i) the first anniversary of the Batch Service Start Date; or (ii) the first anniversary of the Online 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 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 supports the current version of the API plus one previous version only. The Client must operate a supported API version. All new versions must be implemented by the Client within six months of release by TransUnion.

3.5 The Client agrees to retain a copy of the Input so that TransUnion does not hold the Client's only copy of the Input.

4 SOFTWARE AND DOCUMENTATION

4.1 Unless otherwise stated in a Service Schedule, where Software and 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 Software and 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

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- the Client to (i) receive any Online Service; or (ii) make use of the Output of any Batch Service.
- 4.2 Subject to clause 12.5.3, the Client may make such number of copies of the Software and 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 Online Service Start Date 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 Batch 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 Batch Service for any other purposes whatsoever.
- 5.2 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.
- 5.3 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.
- 6 OWNERSHIP**
- 6.1 Title, copyright and all other intellectual property rights in the Services (including the Output) 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. For the avoidance of doubt, to the extent only that the Output of any Batch Service comprises Input, that Input shall remain the property of the Client (or its third party licensors).
- 6.2 Title, copyright and all other intellectual property rights in the Input shall at all times remain vested in the Client (or its third party licensors) and TransUnion shall acquire no rights in them save as expressly provided in this 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 it has the right to license the Input to TransUnion for the purposes of this Agreement.
- 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.
- 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 Laws 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 PROCESSOR OBLIGATIONS**
- 8.1 This clause 8 applies in relation to any personal data in the Input or the Output.
- 8.2 The Client shall comply with all of TransUnion's reasonable security rules and regulations (including the applicable Client Minimum Security Standards) in place from time to time in respect of access to the Services and/or the Output including those relating to restrictions on password use.
- 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 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, 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.callcredit.co.uk/legal-information/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 The Client agrees to the use of cookies and similar devices during access to TransUnion's Websites to facilitate user validation and provision of the Services.
- 8.12 Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with this Agreement.
- 8.13 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 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.
- 8.15 If any third parties are 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 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, TransUnion does not limit or exclude 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 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.
- 10.3 TransUnion makes no warranties or representations as to the suitability of the Output for any particular purpose. The Client is responsible for satisfying itself that the

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- Output is suitable for any use (within the scope of the Permitted 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.
- 10.4 The Client acknowledges that where any of TransUnion's Websites contains a link to a third party website, TransUnion is not liable for the nature or content of that other website nor for the accuracy of the material contained within that other website as such websites are outside of TransUnion's control.
- 10.5 TransUnion shall not 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 TransUnion had notice of the possibility of such loss.
- 10.6 TransUnion shall not 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 TransUnion had notice of the possibility of such loss.
- 10.7 TransUnion's entire aggregate liability in respect of all claims arising out of or in connection with this Agreement or its subject matter 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.
- 10.8 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 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 Except to the extent as otherwise specified under this clause 11.1, the Client shall pay TransUnion's charges for the Services in place from time to time to TransUnion's Agent which fees will be specified by TransUnion's Agent under an agreement between TransUnion's Agent and the Client. Payments made to TransUnion's Agent pursuant to this Agreement shall be deemed to have been made to TransUnion. The Client shall also 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. Invoices in respect of expenses shall be raised directly by TransUnion and shall be payable directly to TransUnion (rather than via TransUnion's Agent).
- 11.2 Value added tax ("VAT") 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 VAT.
- 11.3 TransUnion may increase the charges payable hereunder with effect from each 1 January during the continuance of this Agreement (the first such increase shall not take effect until the first January being not less than twelve months from the Agreement Signature Date). Any such increase shall not exceed the increase (expressed as a percentage) in the Retail Prices (all items) Index since the Agreement Signature Date or since the date of the last increase (if any) in TransUnion's charges, whichever is the later. If that 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).
- 11.4 If the Client and/or any Authorised Group Company merges or consolidates with, acquires or is acquired by another organisation or individual(s) (including, in either case, an acquisition of assets) or enters into an agreement that contemplates such action after the Agreement Signature Date (an "Extension Event"), the charges set out in the agreement between TransUnion's Agent and the Client shall not apply to the extended or additional part of the Client or Authorised Group Company or other Client Group Company (the "Extended Group"). To the extent that the Extended Group is permitted to use the Services pursuant to this Agreement, the charges applicable to the Extended Group shall be TransUnion's standard charges in place from time to time for such Services unless otherwise agreed between TransUnion and the Client.
- 12 SUSPENSION & TERMINATION**
- 12.1 If the Client breaches any of its obligations under this Agreement, TransUnion shall be entitled to suspend the Services immediately (including suspension of the licence to use any Software 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 11.
- 12.2 TransUnion may also suspend the Services (including the licence to use any Software 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.
- 12.3 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:
- 12.3.1 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;
- 12.3.2 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);
- 12.3.3 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
- 12.3.4 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.
- 12.4 On termination or expiry of this Agreement, TransUnion shall cease provision of the Services.
- 12.5 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 12.6):
- 12.5.1 immediately cease using the Online Services, any Software and any Output;
- 12.5.2 delete all flags and other data and information appended to or forming part of any of the Client's databases which are derived from the Output;
- 12.5.3 return to TransUnion all assets which TransUnion has provided for the purposes of this Agreement including the Software and the Documentation and any other materials provided by TransUnion relating to the Services (and all copies thereof); and (upon request) provide TransUnion with a certificate of compliance with this clause 12.5 signed by a duly authorised officer.
- 12.6 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:
- 12.6.1 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
- 12.6.2 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.
- 12.7 TransUnion carries out a due diligence process in respect of new clients, which may include checks in respect of credit rating, security and Data Protection Legislation compliance. The Client agrees that TransUnion may, as a result of such process (i) terminate this Agreement (including any licence under clause 5.1) immediately on notice at any time during the 30 day period immediately following the Agreement Signature Date; and (ii) refund to the Client any charges already paid to TransUnion in respect of Services that have not yet been performed. This right of termination shall be without prejudice to TransUnion's other rights under this Agreement.
- 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 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 OF BOTH PARTIES**
- 13.1 TransUnion agrees that, subject to TransUnion being given reasonable prior written notice, it shall permit the Client and its authorised independent auditors to have reasonable access during TransUnion's normal business hours to TransUnion's relevant premises and relevant operations for the sole purpose of ensuring that TransUnion is complying with this Agreement.
- 13.2 The Client agrees that, subject to the Client being given reasonable prior written notice, it shall permit and procure TransUnion and its authorised independent auditors to have reasonable access during the Client's normal business hours to the Client's relevant premises and relevant operations (and those of any Authorised Data Processors and Authorised Group Companies) (each as are relevant in the circumstances) for the sole purpose of ensuring that the Client is (and any Authorised Data Processors and any Authorised Group Companies are) complying with this Agreement.
- 13.3 In the event of either party exercising its rights under clauses 13.1 or 13.2 (as appropriate) the visiting party shall at all times comply with the host's reasonable safety and security rules and regulations in place from time to time. Each party agrees to reimburse the other for all damage, losses, costs, claims, demands and expenses suffered by the other that are directly attributable to the acts or omissions of the visiting party (or its authorised representatives) in exercising its rights of access under this clause 13.
- 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 any obligation to make payment) arising from any cause beyond its reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, industrial action, failure in telecommunications services or unauthorised interference with either party's systems or services via the Internet.
- 14.2 The party affected by the event of force majeure shall use reasonable endeavours to

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- mitigate the impact of any 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**
- All notices, requests, consents and authorisations made pursuant to this Agreement must be in writing and must, 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). Notices may be sent either by first class mail or fax. Correctly addressed notices sent by first class mail are deemed to have been delivered seventy-two hours after posting. Notices sent by fax during the recipient's business hours are deemed to have been delivered at the time set out in the transmission confirmation document and notices sent by fax outside the recipient's business hours are deemed to have been sent on the first business hour (of the recipient) following transmission.
- 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.