

Equifax End-User Terms and Conditions

Equifax is engaged in the business of providing information services and proprietary data for, inter alia, credit reference, identity and authentication purposes.

1. DEFINITIONS AND INTERPRETATION

Confidential Information

the trade secrets or confidential or proprietary information of Equifax, the Customer/Client, or the Client (as the case may be), but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of this Agreement or any other duty of confidentiality; (b) which, when it was first disclosed to the other party, was already known by that party and that party was at the time of disclosure free to disclose; or (c) which, after being disclosed to the other party by Equifax, the Customer/Client or the Client (as the case may be), was disclosed to that party again by a third party at liberty to disclose it without restriction. In particular (but without limitation), any specifications, charging information and the Equifax Data is Confidential Information of Equifax.

Customer/Client Client

Pay360 Limited
means a UK-Based Entity which has entered into a contract for the supply of certain services (which will include the Information Services) with the Customer/Client and which UK-Based Entity has been approved by Equifax.

Client Application Form

means the form set out in Schedule 1 of these Equifax End-User Terms and Conditions as varied from time to time by the parties.

Client Terms

means the end-user agreement entered into by the Customer/Client and the Client which is consistent with the conditions set out in this Agreement.

Equifax Data

any data Equifax uses in the course of providing the Information Services and/or the Delivery Services.

Information Services

the services and the Equifax Data provided by Equifax which are specified in the Pay360 End-Client Agreement.

Intellectual Property Rights

any rights in or to any patent, copyright, sui generis database right, design right, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, moral right, know how or confidential information and any other rights in respect of any other industrial or intellectual property,

	whether registrable or not and wherever existing in the world and including all rights to apply for any of the foregoing rights.
SCOR	means the Steering Committee on Reciprocity.
Search	(i) in respect of anti-money laundering services, a request for Equifax Data in respect of one application; and (ii) in respect of all other Information Services, a request for Equifax Data in respect of one person at one address and each additional person and/or address constitutes an additional Search.
Security Requirements	means Equifax's security requirements, as published from time to time, the latest copy of which is specified in Schedule 2 of these Equifax End-User Terms and Conditions.
UK-Based Entity	means (i) a body incorporated under the law of the UK, a branch of a UK company, or being a member of a Group of which its holding company or shareholding company is incorporated under the law of the UK; or (ii) sole trader, partnership or other unincorporated association formed under the law of the UK; or (iii) an entity as set out in the document entitled <i>Information Sharing Principles of Reciprocity</i> , Version 29, published by SCOR including any amendments to those principles made by SCOR and which Equifax has adopted.

2. SUPPLY OF INFORMATION SERVICES

- 2.1. Equifax shall use reasonable skill and care to provide the Information Services to the Customer/Client.
- 2.2. Equifax may from time to time change, upgrade or modify the Information Services and/or the Delivery Services.
- 2.3. Equifax shall use its reasonable efforts to ensure that the Delivery Services are available and that the Delivery Services continue to operate substantially in accordance with the relative Specifications, but Equifax excludes any warranty, condition or representation that access to the Information Services will be uninterrupted or error free.

3. LICENCE

- 3.1. The Customer/Client shall be entitled to supply the Information Services to Clients who have been approved in accordance with the process in Clause 6.5 provided that such use by the Clients is restricted to such sectors and purposes as set out in these Equifax End-User Terms and Conditions.

4. CLIENT'S PRINCIPLE OBLIGATIONS

- 4.1. General Assistance: The Customer/Client shall provide all such information, material, facilities and other assistance as Equifax may reasonably request in order to assist Equifax to perform its obligations under this Agreement and except as expressly provided in this Agreement, the Customer/Client shall ensure that it has all it needs to gain access to the

Information Services (including computer hardware and software, telecommunications facilities and communications equipment).

4.2. Client will not commence, or offer to commence, supply of any Information Services to any person who it knows, or has reason to believe, will not comply with the Client Terms or will operate in restricted sectors or for purposes which are not permitted.

4.3. The Customer shall submit by email a Client Application Form to Equifax for approval:

4.3.1. Equifax shall use its reasonable endeavours within five (5) working days and in any event in no longer than ten (10) working days of receiving the Client Application Form provide consent or otherwise for Customer to proceed with the Client concerned.

Equifax retains the right to refuse to consent to the delivery of the Information Services in its absolute discretion. However, Equifax shall provide written feedback within two (2) working days of receipt of any request from the Customer in relation to any Client which it rejects including the reasons for rejection unless Equifax is legally unable to provide these reasons;

4.3.2. before supplying any Information Services to any Client, the Customer shall ensure that the Client (and the Client's end-users) has agreed the Client Terms; and

4.3.3. Equifax shall use its reasonable endeavours, within two (2) working days and in any event in no longer than five (5) working days of delivering written approval to the Customer of the Client being approved in accordance with Clause 4.3.2, supply access details for that Client including the account codes and passwords necessary to allow the Client to access the Information Services.

5. COMPLIANCE WITH LAWS, INFORMATION AND NETWORK

5.1. Each party shall, to the extent necessary in relation to its activities as contemplated by these Equifax End-User Terms and Conditions, comply at all times with all Applicable Regulations and, in particular but without limitation:

5.1.1. the Customer acknowledges that the Clients shall only be permitted to use Full Electoral Roll data as permitted by Regulation 114 of the Representation of the People (England and Wales) Regulations 2001 and the Customer/Client, in accordance with best industry practice, shall ensure that any Search that the Clients carry out of the Full Electoral Roll is for a purpose that is permitted under Regulation 114;

5.1.2. in respect of access to Personal Data (as defined in the Data Protection Act 1998), the Customer/Client will comply with the Data Protection Act 1998 and, as a minimum, will process Personal Data in accordance with the Business Requirements Specification produced by the Third Party Data Working Party (a copy of which can be provided on request) as and when applicable. The Business Requirements Specification is incorporated into these Equifax End-User Terms and Conditions by reference.

5.2. The Customer/Client shall maintain adequate security measures to protect the integrity and security of the Information Services. The Customer/Client shall comply at all times with the Security Requirements. The Customer/Client shall promptly notify Equifax of any breach or suspected breach of such security measures or the Security Requirements.

5.3. Each party shall indemnify the other against any liability or expense incurred by that party as a result of the other breaching any of the provisions of this Clause.

6. CONFIDENTIALITY

6.1. Neither party may disclose to any other person the contents of these Equifax End-User Terms and Conditions or use or disclose any of the Confidential Information of the other except:

6.1.1. when required to do so by law or any regulatory authority; and

6.1.2.to its (or any of its parent companies) employees, contractors, directors, agents or advisers whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person is informed of the obligations of confidentiality under this Agreement and complies with those obligations as if they were bound by them.

7. LIABILITY

7.1. **Liability to which limitations are not applicable** - Nothing in these Equifax End-User Terms and Conditions shall limit or exclude either party's liability:

7.1.1.for death or personal injury arising from its negligence; or

7.1.2. for payment of any sums properly due and owing under these Equifax End-User Terms and Conditions.

7.2. **Liability Limitation** - The Customer/Client acknowledges:

7.2.1.that most of the Equifax Data is provided to Equifax by third parties which Equifax does not control, in particular in relation to the accuracy or completeness of the Equifax Data;

7.2.2.that the volume and nature of the information on Equifax's databases makes it impractical for Equifax to verify the Equifax Data; and

7.2.3.that, if Equifax were to attempt to verify the Equifax Data, Equifax would only be able to offer the Information Services to the Customer/Client at significantly increased cost;

7.2.4.that Equifax provides the Information Services at a charge that does not reflect any benefit the Customer/Client may obtain from them, including any profit that the Customer may make or the amount of any credit that the Customer/Client may give; and

7.2.5.that, in recognition of the above, Equifax shall not in any circumstances be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or in the provision of, the Information Services except to the extent caused by Equifax's negligence or wilful default.

7.3. Equifax's liability in respect of any cause of action arising out of or in connection with these Equifax End-User Terms and Conditions (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) shall be limited to the extent that the cause of action relates to the Information Services at Equifax's discretion, to (i) supplying the relevant Information Services again or (ii) to the cost of the relevant Information Services.

7.4. Except as provided in Clause 7.5, Equifax's aggregate liability in respect of all causes of action arising out of or in connection with these Equifax End-User Terms and Conditions (whether for breach of contract, in negligence or any other tort, under statute or otherwise) shall be limited to the aggregate amount paid by the Client to the Customer under these Equifax End-User Terms and Conditions in the 12 month period immediately preceding the date on which the cause of action arose.

7.5. The aggregate liability of either party in respect of (i) an unauthorised disclosure or misuse of Confidential Information or (ii) the indemnities in Clauses 7 and 10 shall be limited to one million pounds (£1,000,000).

7.6. **Excluded Heads of Loss** - Equifax will not be liable under or in relation to these Equifax End-User Terms and Conditions or its subject matter (whether such liability arises for breach of contract, in negligence or any other tort, under statute or otherwise at all) for any:

7.6.1.loss of profits, sales or turnover;

7.6.2.loss of contracts, customers or business opportunities or damage to reputation;

7.6.3.loss of, or loss of use of, any software or data;

7.6.4.losses or liabilities under or in relation to any other contract;

7.6.5.or any indirect, consequential or special losses of any type and for the purpose of this Clause 7, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss and an increase in anticipated losses shall be treated as equivalent to a decrease in anticipated profits.

7.7. **Notice Periods** - Equifax shall not be liable for any claim arising under these Equifax End-User Terms and Conditions unless the Customer/Client gives Equifax written notice of the claim within twelve (12) months of becoming aware of the circumstances giving rise to the claim or, if earlier, twelve (12) months from the time the Customer/Client ought reasonably to have become aware of such circumstances.

7.8. Customer's use of the Information Services

7.8.1.The Customer/Client shall indemnify Equifax against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises in connection with the use of the Information Services by the Customer and/or the Clients and/or the Client's end-users.

7.8.2.Equifax will have no liability under these Equifax End-User Terms and Conditions to the extent that the claim arises from, or as a consequence of:

7.8.2.1. use of the Information Services other than in accordance with the terms of these Equifax End-User Terms and Conditions;

7.8.2.2. any alterations to the Information Services made other than by Equifax (or someone authorised by Equifax).

7.9. **General** - The parties hereby acknowledge that, having regard to all the circumstances, the provisions of this Clause are fair and reasonable and that Equifax shall have no liability (whether direct or indirect) under contract, tort (including negligence) or otherwise to the Clients and/or the Client's end-users.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All Intellectual Property Rights in the Information Services and the Delivery Services shall be retained by Equifax or its licensors (as the case may be) and nothing in these Equifax End-User Terms and Conditions shall transfer to the Customer/Client any Intellectual Property Right in or to the Information Services and the Delivery Services.

8.2. Equifax warrants that the use of the Equifax Data, the Information Services and the Delivery Services by the Customer/Client in the manner and for the purposes permitted by this Agreement does not infringe any Intellectual Property Rights of any third party.

8.3. Equifax will indemnify the Customer/Client against all reasonable costs, claims, demands and expenses (including legal fees) arising directly or indirectly out of any claim against the Customer/Client by any third party caused by a breach of Equifax's warranty under this Clause, subject to the following conditions:

8.3.1.the Customer/Client shall promptly notify Equifax in writing of any such claim or alleged claim of which it has notice and shall not make any admissions without the prior written consent of Equifax;

8.3.2.the Customer/Client will, at the request and expense of Equifax, allow Equifax to conduct and/or settle all negotiations and litigation resulting from any such claim; and

8.3.3.at all times in relation to the claim, the Customer/Client will act in accordance with the reasonable instructions of Equifax and, at the request of Equifax, provide all reasonable assistance with all negotiations or litigation and shall be reimbursed by Equifax for any reasonable expenses incurred in so doing.

8.4. If the Customer/Client's use of the Information Services and/or any Delivery Services infringes or, in the reasonable opinion of Equifax, is likely to infringe any Intellectual

Property Rights of a third party, Equifax may procure a right for the Customer/Client to continue to use the Information Services and/or the relevant Delivery Service or modify or replace the same (or, in each case, the relevant part thereof) so as to avoid the infringement provided that the performance of Information Services and/or the relevant Delivery Service, as modified or replaced, is not materially adversely affected. If, having used its reasonable efforts, Equifax is unable to achieve this within a reasonable period, Equifax may terminate the Customer's use of the Information Services and/or the relevant Delivery Service (or the relevant part thereof) immediately and, except as set out in Clause 8.3 Equifax will have no liability to the Customer/Client.

9. SUSPENSION

9.1. Equifax may (having first informed the Customer/Client of its intention to do so and the reasons for such action) suspend the supply of the Information Services immediately (or at any time at which the breach in question is continuing) if:

9.1.1. the Customer/Client response to any request by Equifax does not satisfy Equifax that the Customer/Client use of the Information Services is in compliance with all Applicable Regulations;

9.1.2. the Customer/Client commits a material breach of these Equifax End-User Terms and Conditions.

9.2. Equifax may choose to suspend with immediate effect the supply of any of the Information Services to a Client should it become aware of any material breach by a Client of the Client Terms and the Customer shall ensure that such a Client no longer has access to the Information Services either directly or indirectly during the term of such suspension (having first informed the Customer of its intention to do so and the reason for such action).

10. CONSENT REQUIREMENTS

10.1. The Client shall ensure that before using any Information Services to obtain information about a natural person, the Client first obtains the consent of that person and, notify him or her in writing that the information which he or she gives to the Client may be disclosed to a credit reference agency which may keep a record of that information. The Customer shall, on request, give Equifax a copy or confirmation of notification the Client has used. To the extent that the Customer is able to do so, the Customer grants Equifax a perpetual, royalty free right to keep a record of the information referred to above.

11. CLOSED USER GROUPS INFORMATION SERVICES

11.1. The CIFAS, CML, GAIN and INSIGHT services are Closed User Group Information Services and are subject to eligibility and, in order for the Customer to provide any such service (which may be included in the Information Services) to a particular Client, the Client must be a member of the relevant closed user group and enter into and comply with any applicable closed user group agreements. The Customer shall include details of Client's membership of any of the above organisations on the relevant form.

12. ELECTORAL ROLL DATA

12.1. The Client shall only use Full Electoral Roll data as permitted by Regulation 114 of the Representation of the People (England and Wales) Regulations 2001. It is the Client's responsibility to ensure that any search carried out of the Full Electoral Roll is for a purpose that is permitted under Regulation 114.

13. PERSONS TO WHOM THE INFORMATION SERVICES MAY BE SUPPLIED

13.1. Client who has been approved in accordance with Clause 4.3 of these Equifax End-User Terms and Conditions.

Schedule 1 - Client Application Form

	Client Application Form	Pay360
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Client Name: (name of third Party also part of footprint name)	
Request Date:	
Pay360 Contact details for the account name, email and phone number	
Equifax Client File Account Number Mirror:	BASS3130
Reseller Status:	Yes
Client's Group ID	INTELLIGENTID

Client Details:

Client Registered Name:	
Client Trading Style:	
Company Registration Number:	
Company Registered Address:	
Data Protection Registration Number:	
DPA Regime (Country where DPA licence is issued):	
Sector:	
Customer/Client Internal Validation completed by:	
Date Customer/Client Terms and Conditions (including Client Terms) signed:	

Select Profiles:

Tick here			Equifax Price
<input type="checkbox"/>	Profile One:	Name & Address Verification Any Sector except Central & Local Government, Police, Services, etc (eg includes for Healthcare services/delivery supplier or systems but excluding NHS/PCT)	0.23
<input type="checkbox"/>	Profile Two:	Age Verification Retail: e.g. alcohol, Knives, adult services, 18 DVDs and console/PC games and dating/social networking. Not available for gaming	0.08
<input type="checkbox"/>	Profile Three:	ID & Age Verification Gaming & Prepaid Cards/Online payments/Payment Service Providers - lower level, e.g. when depositing payments or lower risk as defined by client MLRO.	0.24
<input type="checkbox"/>	Profile Four:	AML Check Gaming & Prepaid Cards/Online payments/Payment Service Providers - higher level, e.g. when withdrawing payments or higher risk as defined by client MLRO.	0.35
<input type="checkbox"/>	Profile Five:	Personnel Vetting Checks – Public Data Available for any employment ID check, except Central & Local Government, Police, Services or other public bodies	0.52
<input type="checkbox"/>	Profile Six:	Personnel Vetting Insight Checks P Available to Insight members only via ISYS Systems Limited (No: 02873867) under a separate contract INSIGHT MEMBERSHIP NUMBER: <input type="text"/>	0.60

PRICE BAND REFLECTS 100-250,000 VOLUME BANDING WITHIN CONTRACT

Select Add On Packs:

Tick here			Associate with which Profile(s):
<input type="checkbox"/>	Hot List add on Pack	HM Treasury Sanctions, Senior Political Figures & Office of Foreign Asset Control Specially Designated Nationals lists	If ticked add 0.10p
<input type="checkbox"/>	Alert add on Pack	Halo Deceased Register and Royal Mail Re-Direct flag	If ticked add 0.05p

Tick here			Associate with which Profile(s):
<input type="checkbox"/>	Fraudscan	Bank Account and Sort Code Check	If ticked add 0.05p
<input type="checkbox"/>	Bank Check Advanced	Bank Check and Name Validation	If ticked add 0.25p

Explanation of circumstances when Client will carry out such searches:	Client will carry out ID verification checks on all account applications.
Attachments:	

Schedule 2 - Security Requirements

For the purposes of these Security Requirements, the following definitions shall apply:

"Customer/Client" "You" **"Your"** shall mean the Customer/Client and/or the Clients and/or the Client's end-users;

"Information Services" shall mean the Information Services, the Delivery services.

The Customer/Client/Client shall comply with the following Security Requirements:

1. Due to the nature of Equifax's business, it follows what it considers to be best industry practice in relation to the security around how it handles Equifax Data and the delivery of the Information Services and the Equifax Data that it provides to the Customer/Client. Subsequently, it also looks to the Customer/Client to follow the similar high standards in relation to security around Information Services and expects the Customer/Client/Client to follow these Security Requirements at all times.
2. These Security Requirements apply to any means through which the Customer/Client orders or accesses the Information Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Customer/Clients will not order or access the Information Services via the Internet without first obtaining Equifax's written permission.
3. These obligations are in addition to any requirements imposed by any Applicable Regulations which may apply to your use of the Information Services (which may or may not include Personal Data).
4. For the purposes of these Security Requirements "Authorised User" means a Customer/Client employee that the Customer/Client has authorised to order or access the Information Services and who is trained on the Customer/Client's obligations under the agreed terms and conditions with respect to the ordering and use of the Information Services.
5. The Customer/Client will:
 - 5.1. ensure that only Authorised Users can order or have access to the Information Services;
 - 5.2. ensure that Authorised Users do not order credit reports for personal reasons or provide them to any third party unless expressly permitted by any agreement between the Customer/Client and Equifax;
 - 5.3. ensure that all devices used by the Customer/Client to order or access the Information Services are placed in a secure location and accessible only by Authorised Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other reasonable security procedures;
 - 5.4. take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorised User for permissible purposes, including, without limitation, limiting the knowledge of the Customer/Client security codes, any telephone access number(s) Equifax provides, and any passwords the Customer/Client may use, to those individuals with a need to know, changing Customer/Client's user passwords at least every ninety (90) days, or sooner if an Authorised User is no longer
 - 5.5. responsible for accessing the Information Services, or if the Customer/Client suspects an unauthorized person has learned the password, and using all security features in the software and hardware the Customer/Client uses to order or access the Information Services;

- 5.6. in no event access the Information Services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals;
- 5.7. not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store the Information Services. In addition, Equifax Data must be encrypted when not in use and all printed Equifax Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose;
- 5.8. if the Customer sends, transfers or ships any Equifax Data, encrypt the Equifax Data using the following minimum standards, which standards may be modified from time to time by Equifax:
 - 5.8.1. Advanced Encryption Standard (AES),
 - 5.8.2. minimum 128-bit key or Triple Data Encryption Standard (3DES),
 - 5.8.3. minimum 168-bit key,
 - 5.8.4. encrypted algorithms;
- 5.9. monitor compliance with the obligations of these Security Requirements, and immediately notify Equifax if the Customer/Client suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity;
- 5.10. not ship hardware or software between the Customer's locations or to third parties without deleting all Equifax customer's number(s), security codes, telephone access number(s) and the Customer user passwords;
- 5.11. if the Customer uses a third party vendor to establish access to the Information Services, be responsible for the third party vendor's use of the Customer's member numbers, security access codes, or passwords, and the Customer will ensure the third party vendor safeguards the Customer's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to the Customer under these Security Requirements;
- 5.12. use best endeavours to assure Equifax Data security when disposing of any consumer report information or record obtained from Equifax;
- 5.13. allow Equifax, on reasonable notice and within normal business hours and not more than once in each quarter, to audit the Customer's compliance with the provisions of these security requirements. Equifax may conduct additional audits in the event that it becomes aware of a security breach or when required by law or regulatory authorities.

Schedule 3— Third Party terms and Conditions

BT OSIS TERMS AND CONDITIONS

1. For the purposes of the BT OSIS Terms and this Clause 1, the following definitions shall apply:

"**BT**" shall mean British Telecommunications plc;

"**BT Marks**" shall mean registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT;

"**You**" or "**Your**" shall mean the Customer and/or the Clients and/or the Client's end-users; and "**Licensee**" shall mean Equifax plc.

2. You shall:
 - 2.1. in all its dealings with or relating to information derived from BT's OSIS database (the "**Information**") comply with all applicable laws and codes of practice including the Data Protection Act 1998 (as amended) and the Code of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Data (21 December 1998);
 - 2.2. use all reasonable endeavours in relation to the security and confidentiality of the Information in its custody or control to prevent any unauthorised disclosure of any part of it;
 - 2.3. if any complaint is made which relates to Your use of the Information, then You shall assist BT and the Licensee in investigating the complaint and shall take such steps as are reasonably necessary to remedy the complaint as soon as practicable;
 - 2.4. only use or process any of the Information for Your own internal purposes or, in the alternative, for a single use for a single specific person who is Your customer.
3. You shall not:
 - 3.1. distribute, publish or display any material amount of the information by any means, except so that a single specific person can use it as permitted by Clause 1.2.4 above.
 - 3.2. export or permit the export of any material amount of the Information to a country which is not within the European Economic Area without the prior written express consent of the Licensee and/or BT.
4. You shall not have any rights to use the BT Marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature or packaging.
5. You shall not alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to BT's OSIS database and/or documentation owned by BT.