

Creditsafe Business Solutions Limited
End User Terms and Conditions

1. Agreement

- 1.1. This is an Agreement between the Customer and Creditsafe Business Solutions Limited ("Creditsafe") a company incorporated in England and Wales under registered number 3836192 at the registered address Bryn House, Caerphilly Business Park, Van Road, Caerphilly, CF38 3GG. The Creditsafe Service ("Service") purchased by the Customer will consist of products detailed in the Order Confirmation and will include the following:
- 1.1.1. Creditsafe Company Reports (which provides information on and assessment of the creditworthiness of third parties via the internet) and/or
 - 1.1.2. Provision of marketing and prospecting data via the internet and/or
 - 1.1.3. Services provided in conjunction with third parties (including provision of Consumer Credit Reports, Trace and ID Solutions and Debt Recovery Solutions) which may be subject to additional terms.
- 1.2. This Agreement consists of the Order Confirmation and the Terms and Conditions and constitutes the entire agreement between the Customer and Creditsafe in relation to the Service.
- 1.3. By signing the Order Confirmation, or by accessing or using the Service, the Customer accepts the content of this Agreement. Unless otherwise stated in the Terms and Conditions, where the terms of the Order Confirmation conflict with the Terms and Conditions, the Terms and Conditions shall take precedence.

2. Agreement Period

- 2.1. This Agreement shall be in force from the date inserted on the Order Confirmation and continue for a period of 12 months unless otherwise stated in the Order Confirmation.
- 2.2. The Customer may be contacted during this Agreement period regarding new developments and products.
- 2.3. From time to time Creditsafe may make alterations to the Service. Creditsafe will take reasonable steps to inform the Customer of these changes with as much advance warning as possible.
- 2.4. This Agreement entitles the Customer to access and retain the Service for the purposes detailed in this Agreement and for the duration of the Agreement only. At the end of this period, the ownership of the Service and ensuing rights shall revert to Creditsafe.

3. Charges and Payment

- 3.1. In consideration of Creditsafe providing the Service, the Customer agrees to pay the sum specified in the Order Confirmation and or invoice on the times and dates specified therein. All payments must be made within 21 days of the invoice date unless otherwise stated in the Order Confirmation.
- 3.2. If you fail to pay the amount specified on the Order Confirmation and or invoice on the times and dates agreed the full amount will become due with immediate effect. Should the service be suspended in accordance with clause 7, then Creditsafe shall be under no obligation to:
- 3.2.1. Re-instate the Service and/or:
 - 3.2.2. Re-compensate the Customer in respect of any period of suspension from the time of payment default to receipt of payment.
- 3.3. If the Customer fails to pay Creditsafe any sum due pursuant to the Agreement, the Customer shall be liable to pay interest to Creditsafe on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis until payment is made, whether before or after any judgment.
- 3.4. Creditsafe reserves the right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.5. The Customer agrees to fully indemnify Creditsafe against all third party costs incurred in the pursuit of payment.

4. Creditsafe's Proprietary Rights

- 4.1. Except as expressly provided herein access to the Service does not grant the Customer any database rights or rights in the copyright, trademarks or any other intellectual property rights of Creditsafe or any third party.
- The Service is protected by copyright and other intellectual property rights. The Customer is not permitted and will not allow any third party to adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any element of the Service without Creditsafe's written permission. Creditsafe may take steps to assist identification of its Service.

5. Customer Obligations and Conduct

- 5.1. The Customer shall:
- 5.1.1. provide Creditsafe with any information or assistance which the parties have agreed the Customer shall provide in order for Creditsafe to perform its obligations under this Agreement, and shall use all reasonable endeavors to ensure that any such information provided to Creditsafe is complete, accurate and in the agreed format
 - 5.1.2. not to do anything to harm Creditsafe's reputation
 - 5.1.3. abide by all laws & regulations applicable to its use of the Service, including full compliance with all aspects of the Data Protection Act 1998.
- 5.2. The Service made available to the Customer is a non transferable license and is provided solely for the Customer's own internal use within the United Kingdom and the Republic of Ireland. The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.
- 5.3. During this Agreement the Customer agrees not to attempt to gain unauthorised access to the Service or modify the same.
- 5.4. The Customer shall only take such copies of the Service as are reasonably required for the use of the Service in accordance with this Agreement.
- 5.5. The Customer agrees to be responsible for maintaining the confidentiality of its password and account details.
- 5.6. Unless otherwise detailed within your Order Confirmation, the use of the Service provided under the terms of this agreement is limited to one designated user. The use of the Service by more than one individual, either simultaneously or otherwise will require the provision of additional licenses.

6. Warranties and Limitation of Liability

- 6.1. The Creditsafe Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Creditsafe to guarantee. Whilst Creditsafe aims always to maintain a quality, fully operative service, the Service and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.
- 6.2. Specifically Creditsafe gives the Customer no warranty or assurance about the contents of the Service. Whilst Creditsafe does endeavour to maintain the accuracy and the quality of the Service, information contained may be incorrect or out of date. Therefore any use of the Service is at the Customer's own risk.
- 6.3. Subject to clause 6.5 Creditsafe disclaims all liability in contract, negligence, for breach of statutory duty, or under any indemnity or otherwise in connection with the Service and third party service and shall not be liable for any indirect, or consequential loss. Creditsafe shall not be liable for the following types of financial loss; loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.
- 6.4. Where any matter gives rise to a valid claim against Creditsafe its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement in the year the claim arises.
- 6.5. Nothing in this clause 6 or any other provision of this Agreement shall seek to exclude or limit liability for infringement, death, or personal injury or for breach of its obligation under s12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982 or fraudulent misrepresentation.
- 6.6. Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.

7. Termination

- 7.1. If Creditsafe believes the Customer has breached any provision of this Agreement or in the event of the Customer's insolvency or bankruptcy Creditsafe may, with immediate effect and without notice, suspend access to the Service or terminate this Agreement.
- 7.2. Upon termination, the Customer must use best efforts to delete all and any part of the Service held by the Customer in any format and the Customer may not make any further use of the Service.
- 7.3. Upon termination clauses 3, 4, 5, 6, 7, 8, and 11 shall continue with full force and effect.

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8. Indemnity

- 8.1. The Customer agrees to indemnify, defend and hold Creditsafe, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by Creditsafe or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's use of the Service in breach of this Agreement.

9. Assignment

- 9.1. Creditsafe may assign both the benefit and burden of this Agreement.

10. Force Majeure

- 10.1. Creditsafe will not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Creditsafe, including without limitation Internet outages, communications outages, fire, flood war or act of God.

11. Confidentiality

- 11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's confidential information:
- 11.2.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11;
- 11.2.2. And as may be required by law, court order or any governmental or regulatory authority.
- 11.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

12. Ledger 3D

- 12.1. In the event that the Company receives the Service via Creditsafe's interactive risk management tool, "3D Ledger", the Company will provide Creditsafe with information relating to its debtors ledger; the "Payment Data".
- 12.2. The Company hereby grants Creditsafe a non-exclusive, non-transferable perpetual licence to include the Payment Data in products and services that Creditsafe will make available to its customers.

13. International Credit Reports

- 13.1. Company Credit Reports providing details of companies based outside the United Kingdom are provided on a subject to availability basis, and the countries from which reports are available may vary throughout the course of the term of this Agreement.
- 13.2. Company Credit Reports providing details of companies outside the United Kingdom are provided within the specific timeframes detailed at the Creditsafe website under the tabs entitled "Creditnet" and "International Search".

14. Miscellaneous

- 14.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.
- 14.2. The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement
- 14.3. The terms of this Agreement and the provision of the Service and the relationship between the Customer and Creditsafe shall be governed by the laws of England and Wales. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the courts of England and Wales.
- 14.4. The failure of Creditsafe to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.
- 14.5. Should any third party data become unavailable to Creditsafe, Creditsafe shall be entitled to, upon giving one months prior notice to the Customer, obtain a similar service from another third party supplier.

15. Media Solutions

- 14.1 Creditsafe is not responsible for the quality or availability of the content produced by the media sources. Should any of the Media Solutions service and content be deemed to be infringing any law or right of a third party, Creditsafe has the right to remove the infringing material without obtaining the Customer's consent. Creditsafe will be entitled to take all such steps that it considers to be necessary for the purpose of bringing an end to such infringement. Creditsafe is not liable for Customer's negligence or misuse of the Media Solutions service or content from third parties. Where access to websites require payments the customer will be responsible for paying the same.