

SPECIAL TERMS AND CONDITIONS RELATING TO CONSUMERVIEW DATA

1. Defined Terms

In these Special Terms and Conditions the following words shall have the meanings ascribed below:

“Annual Volumes”	means (i) the number of Prospect Contacts and (ii) the number of Customer Contacts;
“Customer Contact”	means an approach (whether made by mail, e-mail, telephone, mobile phone or otherwise) made by the Client (or Experian on its behalf) for the purposes of Marketing Client Products to an Existing Customer;
“Data Quality”	means capturing, validating, standardising, appending, cleaning (including selecting by means of data suppression or de-duplication) and/or matching of the Client’s Existing Customers’ and/or Prospective Customers’ names or addresses to improve data accuracy and operational efficiency;
“Existing Customer”	means an individual who is an actual and current customer of the Client as at the Commencement Date;
“Marketing”	means the activity and processes for creating, communicating, delivering (by whatever means) of any advertising or marketing material, including the offer for sale of the Client’s services or goods, which is directed to particular individuals; and/or the promotion of the Client’s aims and ideals including, without limitation, appealing for funds and/or support and/or attendance at an event promoted by the Client;
“Prospect Contact”	means an approach (whether made by mail, e-mail, telephone, mobile phone or otherwise) made by the Client (or Experian on its behalf) for the purposes of Marketing Client Products to a Prospective Customer;
“Prospective Customer”	means an individual who is a prospective customer or lapsed customer of the Client as at the Commencement Date.

2. Permitted Purpose

- 2.1 The Client shall solely be permitted to hold and/or use one copy of the Experian Data for the Client’s own internal use in the United Kingdom at the Client’s premises for Marketing Client Products (including associated Data Quality activities).
- 2.2 The Client shall not transfer the data outside of the EEA without Experian’s prior written consent and ensuring compliance with the Eighth Data Protection Principle set out in the Data Protection Act 1998. The Client shall hold and retain appropriate documentary evidence of its compliance with this clause, which it shall provide to Experian upon request.
- 2.3 More particularly, in its use of the Experian Data for the Permitted Purpose, the Client shall be permitted to:
 - (a) use the Experian Data up to any Annual Volumes specified in the Schedule. Any use above the specified Annual Volumes shall be chargeable on a pro rata basis and payable to Experian as a debt;
 - (b) use those records within the Experian Data that are designated by Experian as being available for use in marketing communications (“Mailable Records”) to identify and create a mailing selection (including selecting by means of data suppression and pre-screening);
 - (c) use the Mailable Records in conjunction with data owned or licensed by the Client and/or third parties so that a mailing selection can be created;
 - (d) create models and targeting rules based on the Mailable Records;

- (e) analyse mailing results in respect of Prospective Customers and Existing Customers;
- (f) use the Mailable Records to target Prospective Customers and/or Existing Customers by mail for Marketing Client Products.

3. Additional Conditions of Use and Prohibitions

3.1 The Client shall not (nor permit any third party to):

- (a) hold and/or store any Experian Data on the hard disk of any laptop or other such portable device, except that the Client and/or Experian shall be entitled to hold and/or store Experian Data relating to postcodes or other aggregated data forms of such postcodes on the hard disk of a laptop or portable device provided that no individual person can be identified from such Experian Data and that such Experian Data is made (and kept) secure by way of encryption and password technology;
- (b) hold and/or use the Experian Data for the purpose of assessing creditworthiness;
- (c) hold and/or use the Experian Data for sub-licensing, selling or otherwise disclosing or making available such Experian Data to any third party acting (in Experian's reasonable opinion) as a credit reference agency or as a supplier of information used for assessing creditworthiness; and/or
- (d) hold and/or use the Experian Data for debt collection, asset recovery or tracing purposes; and/or
- (e) contact individuals under the age of 16 years for Marketing purposes; and/or
- (f) contact individuals under the age of 18 years for Marketing purposes where law or regulation requires a minimum age of 18 years (including, without limitation, the marketing of financial services); and/or
- (g) hold and/or use the Experian Data for the purpose of high volume marketing of services provided by contingency fee based claims management companies (excluding law firms) in connection with the reclaim of payment protection insurance ("PPI") premiums or compensation for mis-selling of PPI products).

If any event occurs that places or is reasonably likely to place the Client in breach of these undertakings the Client shall notify Experian in writing as soon as reasonably practicable.

3.2 Notwithstanding anything in this Agreement to the contrary, the Client acknowledges that Experian shall not have any liability to the Client for any losses suffered by the Client to the extent that such losses arise from the Client using or permitting to be used all or any part of the Experian Data as the sole basis for making any business decision as to whether or not to (or the manner in which to) offer Client Products to any Prospective Customer or Existing Customer.

3.3 The Client shall not without the prior written consent of Experian use or permit to be used any Experian Data for any other purpose.

4. Claims against Callcredit

4.1 The Client shall bring any claims, whether in contract, tort including negligence or otherwise, which relate to the Experian Data ("Claims") against Experian and not against any The Trading Floor Limited of One Park Lane, Leeds, West Yorkshire, LS3 1EP with company registration number 5749125 or any other Callcredit group companies ("Data Supplier"). If any Claims are, contrary to this clause, brought against the Data Supplier the claims will be subject to the same terms (including in particular any limitations and exclusions of liability) as would apply to any Claims brought against Experian. In accordance with the Contracts (Rights of Third Parties) Act 1999 the Data Supplier may enforce any relevant terms of the agreement between Experian and the Client (including in particular any limitations and exclusions of liability) against the Client directly.

5. Regulatory Framework

5.1 The Client acknowledges that the provision of certain data management services is governed and/or restricted by various statutory provisions, regulations, codes of practice, rules and principles relating to the obtaining, use and sharing of personal data ("the Regulatory Framework") which shall include the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing, Direct Marketing Association (UK) Limited Code of Practice, Telephone Preference Service rules, Fax Preference Service rules, codes of practice for marketing relevant to the Client's industry or jurisdiction (as such codes are

amended and re-drafted from time to time), and that access to certain data (including data from Experian's CAIS scheme) is conditional upon the intended recipient entering into and complying with certain obligations. Accordingly (and without prejudice to any other provision of this Agreement) the Client further acknowledges and agrees that Experian shall be entitled to suspend the provision of the Services and/or to decline to provide the Services to the extent that in the reasonable opinion of Experian to do so would be:

- 5.1.1 contrary to any requirement of the Regulatory Framework;
 - 5.1.2 not desirable or practicable by reason of any political regulatory or public pressures;
 - 5.1.3 beyond the entitlement of the Client to receive any data which it is contemplated the Client will receive in connection with the provision of the Services.
- 5.2 The exercise by Experian of the rights set out in paragraph 5.1 of these Special Terms and Conditions shall not with regard to any part of the Services terminate any obligation of Experian or the Client relating to any other part of the Services.
- 5.3 The Client shall at the request of Experian inform Experian in writing of the intended use of the Experian Data which Experian reasonably considers relevant in order for Experian to determine that in performing the Services Experian and the Client are complying with the provisions of this Agreement and with the Regulatory Framework.