

**MY BUSINESS PROFILE TERMS AND CONDITIONS V3.2  
DATE: AUGUST 2016**

This document sets out the terms and conditions on which Experian supplies its My Business Profile service. Please read these terms and conditions carefully and make sure that you understand them, before ordering My Business Profile. You should understand that by ordering My Business Profile services from Experian, you agree to be bound by these Terms and Conditions.

**1. PRIMARY OBLIGATIONS AND WARRANTIES**

- 1.1. Experian shall:
- 1.1.1. provide the Services in accordance with the Specification;
  - 1.1.2. use all reasonable care and skill in the performance of the Services, and in the collection and collation of any data on which the Services are based or which is comprised within the Services.
- 1.2. The Client shall use all reasonable endeavours to ensure that any information provided to Experian is complete, accurate and in the agreed format.
- 1.3. Each of the parties shall use all reasonable endeavours to perform its obligations under this Agreement in accordance with any written timetable for delivery of the Services agreed between the parties.
- 1.4. Each party warrants that it has the full power and authority to enter into this Agreement.
- 1.5. The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

**2. TERM**

- 2.1. **Monthly Pay As You Go Option:** Where the Client has subscribed to the Monthly Pay As You Go Option, the Client may terminate this Agreement at any time with immediate effect by calling the customer support team on 0844 481 0028 Monday to Friday 8.30am to 5.30pm.
- 2.2. **Annual Upfront Subscription Option and Annual Contract Option:** Where the Client has subscribed to the Annual Subscription Option or the Annual Contract Option, this Agreement shall continue for the Initial Term and thereafter until terminated (i) by the Client giving not less than 30 days' notice by calling the customer support team on 0844 481 0028 Monday to Friday 8.30am to 5.30pm; or (ii) by Experian giving not less than 30 days' written notice to the Client, in either case, such notice to expire on or after the end of the Initial Term.

**3. PAYMENTS AND INVOICING**

- 3.1. The Client shall pay the fees for the Services as documented in the Order Confirmation. All sums referred to in the Order Confirmation are exclusive of VAT. Such VAT shall be payable on the same payment terms as apply to the sums to which the VAT applies.
- 3.2. **Annual Contract Option and Monthly Pay As You Go Option:** If the Client purchases the Services on the Annual Contract Option or Monthly Pay As You Go Option, the Client shall permit Experian to deduct the fees monthly in advance using the credit or debit card provided by the Client until the Client or Experian ends the Services in accordance with Clause 2.
- 3.3. **Annual Upfront Subscription Option:** If the Client purchases the Services on the Annual Upfront Subscription Option, the Client shall pay the fees for the Initial Term in full at the time of order using a credit or debit card. If this Agreement continues after the Initial Term, the Client shall permit Experian to deduct the Monthly Roll On Fee monthly in advance using the credit or debit card provided by the Client until the Client or Experian ends the Services in accordance with Clause 2.
- 3.4. **By giving Experian the Client's payment details the Client agrees that Experian has continuing authority to take subscription payments from the Client's payment card account until the Client or Experian ends the Services in accordance with Clause 2. Experian may also suspend or stop providing the Services without notice to the Client if at any time Experian is unable to obtain payment using the details provided by the Client.**

- 3.5. On termination of the Agreement for any reason the Client shall immediately pay to Experian all outstanding unpaid amounts, and in respect of Services supplied but for which no payment has been received by Experian, Experian may submit an invoice, which shall be payable by the Client immediately on receipt, any such amount shall become immediately due and payable to Experian as a debt.
- 3.6. Where the Client terminates this Agreement pursuant to Clause 2, no refund shall be due to the Client in respect of any amounts paid to Experian prior to the date of termination.

**4. NATURE OF THE SERVICES**

- 4.1. Experian's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee. Experian's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. Experian is therefore not able to accept any liability, other than under Clause 1.1, for:
- 4.1.1. any inaccuracy, incompleteness or other error in the Services and/or the Information which arises as a result of data provided to Experian by the Client or any third party;
  - 4.1.2. any failure of the Services to achieve any particular result for the Client.

**5. COMPLIANCE**

- 5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party, including the DPA.
- 5.2. If a service requires Experian to provide personal data to the Client (as defined in the DPA), the Client shall ensure that any relevant data subject has given consent to the processing, or that the processing is otherwise compliant with the first data protection principle set out in the DPA.
- 5.3. If the Client is located outside the European Economic Area, the Client agrees that any requirement for Experian to transfer personal data outside the EEA under this Agreement is subject to the transfer being compliant with the eighth data protection principle and the Client shall take such steps as are necessary in the circumstances to achieve this compliance.
- 5.4. In order to protect the integrity of the data used in connection with the Services, the Client shall:
- 5.4.1. comply with Experian's reasonable instructions and guidelines relating to data security;
  - 5.4.2. not copy, interfere with and/or use in any unauthorised way any digital certificate or any other security device provided by Experian.
- 5.5. The Client acknowledges and agrees that control of and security of account numbers, identification codes and passwords used to access the Services (collectively the "Client ID") are its sole responsibility and that Experian shall have no liability whatsoever to the Client for any losses (whether direct, indirect or consequential) occasioned by use of the Client ID by persons who are not authorised by the Client. The Client further agrees that it remains liable for any and all fees incurred in connection with the Client ID irrespective of whether such fees are authorised by the Client.
- 5.6. Experian may invalidate or otherwise suspend use of the Client ID if Experian is notified, or becomes aware, of any unauthorised or improper use of the Client ID by the Client or any third party.
- 5.7. If as a result of any changes in any legislation, regulations, codes or other rules having equivalent force (including any reasonable interpretation thereof), Experian considers in its reasonable opinion that it is no longer desirable or commercially viable for Experian to continue to provide the Services at all or in accordance with this Agreement, or if any third party data or software becomes unavailable to Experian, Experian shall be entitled to do one of the following on giving three months' prior notice to the Client:
- 5.7.1. modify the affected Services as necessary to accommodate such changes or unavailability ; or

- 5.7.2. terminate this Agreement (without liability) in respect of those Services which are affected by such changes or unavailability.
- 5.8. In exercising its rights under Clause 5.7, Experian will consult with the Client, and act reasonably and in a way which is consistent with its treatment of its other clients.
- 6. CONFIDENTIALITY**
- 6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:
- 6.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
- 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. Each party may disclose Confidential Information to, and allow its use in accordance with this Agreement by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 6:
- 6.2.1. employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
- 6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice;
- 6.2.3. if Experian is the recipient, agents and sub-contractors of Experian involved in performing Experian's obligations under this Agreement, and Experian's group companies;
- 6.2.4. if Experian is the recipient the Information Commissioner's Office pursuant to any requirement to do so (whether legally binding or otherwise), and any person as permitted by the DPA or any other statutory provision.
- 6.3. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
- 6.3.1. is or comes within the public domain other than through a breach of Clause 6.1; or
- 6.3.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
- 6.3.3. is lawfully received from a third party (with full right to disclose); or
- 6.3.4. is independently developed by the recipient without access to or use of the Confidential Information; or
- 6.3.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.
- 7. USE OF INFORMATION/SERVICES**
- 7.1. The Client agrees that it will:
- 7.1.1. use the Services and/or the Information for the Permitted Purpose only;
- 7.1.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services and/or Information;
- 7.1.3. not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Services and/or any Information.
- 7.2. The Client agrees and acknowledges that:
- 7.2.1. Registration to this Service is on an individual director basis;
- 7.2.2. Registration to this Service is on a non-transferable basis, for the avoidance of doubt registration may not be transferred between directors of the company.
- 7.3. Where the Client elects to receive the reputation score within this Service, the Client shall be permitted to use the reputation score solely for its own internal business purposes and no other purposes, in particular not for any

advertising purposes, and for the avoidance of doubt the Client is not entitled to share the reputation score with any third parties.

**8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. All Intellectual Property Rights in the Client Data will remain vested in the Client (or its relevant licensors).
- 8.2. All Intellectual Property Rights in the Services, the Information and the Derivative Output will remain vested in Experian(or its relevant licensors).
- 8.3. The Client grants Experian a perpetual, royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Data in order to perform this Agreement and for other agreed purposes and in order for Experian to comply with any requests made to Experian under statute.

**9. LIMITS ON LIABILITY**

- 9.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):
- 9.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- 9.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;
- 9.1.3. for breach of Clause 6;
- 9.1.4. (in the case of the Client) for any intentional breach of Clause 7.1.2;
- 9.1.5. for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
- 9.1.6. for that party's fraud.
- 9.2. The liability of each party to the other (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £1 million per claim or series of claims arising from any one incident.
- 9.3. Except as provided in Clauses 9.1, 9.2 and 9.4, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited as follows:
- 9.3.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;
- 9.3.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding VAT) paid by the Client to Experian under this Agreement in the previous Contract Year.
- 9.4. The limitations in Clause 9.3 shall be in addition to the obligation of the Client to pay fees and charges under this Agreement.
- 9.5. Subject to Clause 9.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
- 9.5.1. any indirect or consequential loss;
- 9.5.2. the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses;
- 9.5.3. the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.
- 10. TERMINATION**
- 10.1. Either party shall be entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:
- 10.1.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;

- 10.1.2. if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
- 10.1.3. if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action.
- 10.1.4. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination. The Client's entitlement to use the Information shall (unless such entitlement is stated to be perpetual) cease on termination of this Agreement.
- 10.2. Experian may terminate this Agreement at any time in the event that the registered director receiving the Services is no longer a company law director of the company about whom information is being obtained (as notified to Experian on the public register). In such event Experian will cease to take any subscription fees from the date on which it is first notified on the public register.
11. **COMPLAINTS**
- 11.1. We are sorry if you feel the need to complain. We want to hear from you because telling us gives us the chance to put matters right for you, and see how we can improve what we do for others. Whatever way you complain to us, we will take notice.
- Click on the following link to find out about our complaints handling procedure <http://www.experian.co.uk/assets/consumer/contact-us/complaint-handling-procedure.pdf> and how to make a complaint.
- If we cannot resolve things under that procedure, then you may have the right to refer your complaint, free of charge, to the Financial Ombudsman Service. If you are in any doubt about whether you can refer your complaint to the Ombudsman, please contact the Ombudsman. The contact details for the Financial Ombudsman Service are:
- Telephone: 0300 123 9 123, or from outside the UK +44 20 7964 1000  
 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- Financial Ombudsman Service  
 South Quay Plaza  
 183 Marsh Wall  
 London  
 E14 9SR
12. **GENERAL**
- 12.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) to the addresses of each party as set out in the Order Confirmation or sent by email. In the case of notices to Experian, the email address for notices is: [ebe.info@experian.com](mailto:ebe.info@experian.com). In the case of the Client, the email address for the Client shall be the email address provided by the Client at the time of order.
- 12.2. Notices shall be deemed to have been duly given: if delivered personally or by email, upon delivery; if sent by post, two clear days after the date of posting.
- 12.3. Except as provided in Clause 12.4 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 12.4. Experian shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.
- 12.5. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.
- 12.6. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
- 12.7. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 12.8. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 12.9. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.
- 12.10. Variations of this Agreement shall not be effective unless agreed between the parties and confirmed by email or in writing.
- 12.11. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this Agreement.
- 12.12. The parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.
- 12.13. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- 12.14. Nothing in this Agreement is intended to, or shall, operate to:
- 12.14.1. create a partnership or joint venture of any kind between the Client and Experian;
- 12.14.2. authorise either party to act as agent for the other party;
- 12.14.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 12.15. In this Agreement:
- 12.15.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 12.15.2. references to clauses are to the Clauses of this Agreement;
- 12.15.3. the singular includes the plural and vice versa;

- 12.15.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 12.15.5. where any matter is to be agreed, such agreement must be recorded in writing;
- 12.15.6. wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.

| Word or Expression           | Meaning  |
|------------------------------|--|
| Monthly Pay As You Go Option | The subscription option referred to as “Monthly Access” on the Affiliate Website, where my Business Profile is made available to the Client on a pay as you go basis;  |
| Monthly Roll On Fee          | In the case of the Annual Upfront Subscription Option, the fee payable for the Services after expiry of the Initial Term, as set out in the Order Confirmation;  |
| Order Confirmation           | The acknowledgment of order emailed to the Client by Experian, and/or which appears on the Affiliate Website or the MBP Website (as applicable), or any other document agreed between the parties which contains details of the Services, the Initial Term and the fees; |
| Permitted Purpose            | the internal business purposes of the Client and not in any event for the provision of any bureau services to any third parties;   |
| Experian                     | Experian Limited (Company Number 653331) whose registered office address is Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ;  |
| Services                     | The services which Experian agrees to supply to the Client, as documented in the Order Confirmation;   |
| Specification                | Any document identified as a specification that is made available to the Client by Experian, or if no such document is provided, the standard configuration for the Services;  |
| Start Date                   | The date on which the Services are first made available to the Client;   |
| Term                         | The agreed period of time for which Experian will provide the Services, as determined in accordance with Clause 2.   |

### 13. DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

| Word or Expression                 | Meaning   |
|------------------------------------|---|
| Affiliate Website                  | <a href="https://www.mybusinessprofile.com/afflp;">https://www.mybusinessprofile.com/afflp;</a>   |
| Agreement                          | These terms and conditions;   |
| Annual Contract Option             | Access to My Business Profile for a 12 month minimum term, as available on the MBP Website;   |
| Annual Upfront Subscription Option | The subscription option referred to on the Affiliate Website as “Annual Access” where an annual upfront fee is payable by the Client for 12 months’ access to My Business Profile;  |
| Client                             | The person, firm or company to whom Experian has agreed to provide the Services;  |
| Client Data                        | Any data owned by the Client and provided to Experian in connection with this Agreement;  |
| Confidential Information           | The Information and any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or group companies in or on any medium or format; |
| Contract Year                      | A twelve calendar month period from the first day of the Term or any anniversary thereof, or, if this Agreement is for a Term of less than twelve calendar months, the Term;  |
| Derivative Output                  | Information, data and materials that are derived, prepared or generated by Experian and/or its sub-contractors within Experian’s environment pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Client Data;  |
| DPA                                | The Data Protection Act 1998 and any subordinate legislation having effect in England;  |
| Force Majeure                      | Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;  |
| Information                        | All data, scores, reports and other materials of whatever nature provided to the Client or used by Experian as part of or in connection with the Services;  |
| Initial Contract Value             | In respect of the first Contract Year the actual amounts due and payable by the Client under this Agreement in the first Contract Year (excluding VAT);   |
| Initial Term                       | The minimum duration of this Agreement, which in the case of the Annual Contract Option and Annual Upfront Subscription Option, shall be a period of 12 months from the Start Date;   |
| Intellectual Property Rights       | Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;  |
| MBP Website                        | <a href="https://www.mybusinessprofile.com/">https://www.mybusinessprofile.com/;</a>  |