

## TERMS AND CONDITIONS

1. The following expressions shall have the following meanings:

**Agreement** means this, or any other Agreement, each of which shall incorporate these Terms and Conditions and any other special Terms and Conditions agreed in writing by the Customer and the Supplier.

**Customer** means any individual, firm, partnership, company or organisation or any other undertaking, which orders or receives from the Supplier any Credit Information or any other service as detailed herein.

**Supplier** means CoCredo Ltd, Registered in England, number 05319965.

**Contributors** mean any party who owns or provides any of the data content or information, which is made available under this, or any Agreement. The identities of Contributors are made available on written request.

**Credit Information** means any credit report or other business information of any kind supplied by the Supplier under this or any Agreement. Points means one or more points of such value in sterling as the Supplier shall specify that may be purchased by the Customer and used in payment for the services provided by the Supplier.

**Start Date** means the date at which the Customer can start using the Supplier's solution.

**Invoice Plan** means a Customer who wishes to pay for the use of the Supplier's solution via invoice as and when they wish to purchase Points.

**Payment Plan** means a Customer who wishes to pay for the use of the Supplier solution via Direct Debit.

2. All information provided by the Supplier under this or any Agreement shall be treated in confidence by the Customer and shall not otherwise than pursuant to a statutory duty or court order be communicated, copied or otherwise divulged to any other person or party whatsoever.
3. The Customer undertakes to use any Credit Information supplied by the Supplier or its Contributors only for general information and not as the basis for making any business or other decision.
4. The Credit Information made available to the Customer under this or any Agreement is the copyright property of the Supplier and its Contributors, except as expressly set out in this or any Agreement. All rights are reserved and the Customer shall not sell, rent out, disclose or sub-licence any part of any Credit Information without the written consent of the Supplier and its Contributors in each instance.

5. Credit Information provided to the Customer may in whole or part represent, be compiled from or contain expressions of advice or opinion based on data supplied by Contributors, the accuracy or completeness of which the Supplier is unable to verify. Neither the Supplier nor its Contributors warrant or guarantee the accuracy or completeness of any Credit Information provided to the Customer, or the validity of any advice or opinion contained therein. Nor do they make any representation in respect thereof and they accept no liability for any errors or omissions therein.
6. All times and dates quoted for delivery of any Credit Information are estimates only and the Supplier and its Contributors shall not be liable for any liability, loss or damage arising from the delay or failure of themselves or their officers, employees or agents in procuring, presenting, communicating or otherwise providing any Credit Information.
7. The Supplier and its Contributors shall not be liable for any loss or damage whatsoever as a result of the Customer's use of the Credit Information, its reliance on any advice or opinions expressed therein including any loss suffered by the Customer as a result of any claim by the subject of any such Credit Information arising from refusal of credit to its customers or other third parties or for any reason howsoever arising.
8. The Customer hereby indemnifies the Supplier, its officers, employees, agents or associates and its Contributors from and against any liability, loss or damage whatsoever (including costs and any necessary payments made in order to settle or compromise any claim) which it or they may suffer or incur directly or indirectly from any breach of any of the provisions of this or any Agreement by the Customer or by the Customer's employees or agents or by any other party acting through or with the Customer.
9. The fee payable by the Customer shall be in accordance with the Supplier's quoted rate from time to time for the service provided. The fee is exclusive of VAT, which shall be due at the rate ruling at the date of the Supplier's invoice.
10. The Customer has two payment options, either by way of invoice (Invoice Plan) or by way of Direct Debit (Payment Plan) (a) For Invoice Plan customers, payment of the Agreement Value and VAT shall be due within 7 days from the date that the invoice is issued, to take place no earlier than the Start Date. (b) For Payment Plan Customers, this Agreement will last for the Minimum Period and will then continue after the Minimum Period until it is cancelled. You can cancel this Agreement at the end of the Minimum Period or at any time after by giving us at least one months notice in writing. (c) You may terminate this Agreement before the end of the Minimum Period by giving us one months written notice of termination AND paying us ALL the outstanding monthly payments (Termination Payment) up to the end of the Minimum Period.
11. The Customer shall not identify the Supplier or the Contributors as a source of reference except with the prior written consent of a director of the Supplier.

- 12.** The Supplier may terminate this or any Agreement with immediate effect or decline to provide any Credit Information at any time if: (a) The Customer fails to pay any invoice for the Supplier's charges under this or any Agreement. (b) The Customer fails to remedy any breach of this or any Agreement within 30 days of receipt of notice of that breach. (c) The Customer becomes insolvent or ceases to pay its debts as they fall due, or ceases in business, or goes into receivership or voluntary liquidation winding up or bankruptcy proceedings are commenced in respect of it. (d) The Supplier is for any reason unable to continue supporting the service (or any part of it) or making it available to the Customer.
- 13.** As from the effective date of termination of this or any Agreement in any circumstances, the Supplier may refuse the Customer access to the databases and the Supplier may take steps to invalidate the Customer's password and thereby prevent access but otherwise termination will not affect the Supplier's entitlement to invoice and be paid for charges accrued under this or any Agreement or any other right or remedy which either party may have against each other.
- 14.** Prepayments made by the Customer for Points (either by way of Invoice Plan or Payment Plan) shall be valid for an 18 month period from the date of the last invoice sent by the Supplier to the Customer and extension beyond this term shall be at the sole discretion of the Supplier. Payments shall be in accordance with clauses 9 to 10.
- 15.** The Supplier shall not be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond its reasonable control.
- 16.** All requests received under the Consumer Credit Act or, where appropriate, the Data Protection Act shall be referred to the Supplier. Nothing in this or any Agreement shall prevent or hinder either the Supplier or the Customer from complying with their respective obligations as to disclosure or otherwise in connection with the aforementioned Acts.
- 17.** The Supplier's maximum liability under this or any Agreement shall be limited to the amount of the Supplier's invoice issued for the services.
- 18.** This is the entire agreement between the Customer and the Supplier. Any provision of this or any Agreement which is unenforceable under any applicable law shall not affect the remaining provisions.
- 19.** No waiver or forbearance by the Supplier (whether express or implied) in enforcing any of its rights under this or any Agreement shall prejudice its rights to do so in the future.
- 20.** The Supplier and the Customer agree that Contributors have relied upon and will be entitled to have full benefit under The Contracts (Rights of Third Parties) Act 1999. All those provisions having a bearing on the use of their information and on the rights and liabilities arising out of such use including, but not limited to, those provisions of this or any Agreement in which there appear references to "Contributors".
- 21.** The Supplier and the Customer agree that the data provided by the usage of the system can be used internally within the Supplier for marketing and analysis operations.

- 22.** This Agreement shall be governed by, and construed in accordance with, English law which shall be the proper law of this or any Agreement and both parties hereby submit to the non-exclusive jurisdiction of the English courts.
  
- 23.** Payment is strictly due in full within seven working days otherwise interest at 5% over FHBR (Finance House Base Rate) will be charged from invoice date. There is a standard charge of £40 for failed Direct Debits.