

# AML Search

## Terms & Conditions of Use

### 1. These Terms of Use

- 1.1. Use of the AML Search web site - hereafter referred to as the "Web Site", "web site", "Website", "AML Search" the "Service" or "Services", is on condition that you agree to be bound by these terms of use.
- 1.2. All users of the Web Site should also refer to the Appendices of this Agreement as they also form part of the Terms of Use. If you do not agree to be bound by these Terms of Use, and its appendices please exit the Web Site and do not use the Web Site again.
- 1.3. These Terms of Use and any claim arising from the use of this web site shall be governed by the Laws of England and will be subject to the jurisdiction of the English courts.
- 1.4. We reserve the right to add to, or change these terms of use at our discretion, without notice. The new terms of use will come into effect from the time they are posted on the Web Site.

### 2. Definitions

- 2.1. **AML Search** –means the Searches Group Service known as AML Search.
- 2.2. **Searches Group** – ("Searches Group", "AML Search" "we," "our" or "us") means Searches Group Limited.
- 2.3. **Registered Organisation** - ("Registered Organisation", "you," or "your") means the organisation that you registered with the Web Site, defined in more detail on page 6 of this Agreement.
- 2.4. **User(s)** - means an individual who you have authorised to use the Web Site on behalf of your organisation.
- 2.5. **Billing Method** - means the payment mechanism by which you will pay Searches Group the Product Price, for services used by your users.
- 2.6. **Billing Cycle** - means the cycle of billing for the Product Price(s)
- 2.7. **Customer** - means a Customer of your organisation, whom you are using the services of the Web Site to carry out Anti-Money Laundering Due Diligence upon.
- 2.8. **Third-Party Accounts** – means the third-party (or Service Provider) from where you access the Services, where the Registered Organisation has chosen to link their AML Search account to a Third-Party Account.
- 2.9. **Control** - means, in respect of any corporate entity, the legal or beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the shares of such corporate entity ordinarily having voting rights or control directly or indirectly of the appointment of a

majority of the board of management (and "Controlled" and "Controlling" shall be construed accordingly)

- 2.10. **Control** - means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.
- 2.11. **Controller** - means an entity that determines the purposes and means of the processing of Personal Data.
- 2.12. **Customer Data** - means any data that Searches Group and/or its Sub-Processors processes on behalf of you or your Users in the course of providing the Services under the Agreement.
- 2.13. **Data Protection Laws** - means all data protection and privacy laws and regulations applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.
- 2.14. **EU Data Protection Law** - means (i) prior to May 25, 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive") and on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (in each case, as may be amended, superseded or replaced).
- 2.15. **Improvement** - means any improvement, enhancement or modification to AML Search and Services or their method of manufacture.
- 2.16. **Terms** - means these Terms and Conditions of Use and its Appendices.
- 2.17. **Agreement** – means these Terms and Conditions of Use and its Appendices.
- 2.18. **Privacy Policy** - means the AML Search Privacy Policy which applies to all users, as defined in detail in Appendix 1.
- 2.19. **Data Providers** - means a third-party who provides data components to Searches Group for use in providing Services to you under this agreement.
- 2.20. **Personal Data** – means any data that relates to an identified or identifiable natural person to the extent that such information is protected as personal data under UK or EU Data Protection Law.
- 2.21. **Processor** – means Searches Group Limited, who process Personal Data on your behalf.
- 2.22. **Processing** - has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.
- 2.23. **Security Incident** - means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

- 2.24. **Services** - means any product or service provided by Searches Group to you pursuant to and as more particularly described in the Agreement.
- 2.25. **Sub-processor** - means any Processor engaged by Searches Group or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or any SGL Affiliate.
- 2.26. **UK Business Hours** - means, between the hours of 8 a.m – 6 p.m Monday to Friday (excluding Bank holidays)

### 3. License

You agree to use AML Search on the terms of this Agreement. Searches Group hereby grants you a non-exclusive license to use AML Search on behalf of the Registered Organisation. You acknowledge that you shall have no rights or license to any third-party materials, source code, API documentation and any intellectual property that is, or is not the property of Searches Group. The license granted by Searches Group to you under this Agreement is non-exclusive and may be terminated in accordance with the terms of this agreement. For the avoidance of doubt AML Search, the Web Site or its downloadable content may not be decompiled or in any way amended to create a new work and AML Search will always be branded as a Searches Group product. The terms of this agreement and license shall be binding upon all users.

### 4. Copyright and Intellectual Property

- 4.1. All copyright, database rights, design rights, registered designs, trademarks patents, service marks, know how, trade or business names, domain names, goodwill associated with any of the foregoing and other intellectual property rights of the Web Site and all its contents remain the property of Searches Group Ltd. You are entitled to view, copy, print, access download and transmit material from the Web Site for your own personal, use subject to the terms of this agreement.

### 5. Liability

- 5.1. Searches Group cannot guarantee that your access to or use of the Web Site will be uninterrupted or error free. The Web Site is provided on an "as is" and "when available" basis. Searches Group will use reasonable endeavours to make the Web Site available during UK Business Hours. Searches Group reserve the right, at its own discretion or for legal or technical reasons, without notice to you, to:
- a. Alter, add or remove any information on the Web Site;
  - b. Suspend or alter the operation of the Web Site;
  - c. Suspend, alter or remove any of the services on the Web Site.
- 5.2. Searches Group make no warranties as to the accuracy, fitness for purpose or non infringement of intellectual property rights of any of the information and documents available or provided through the Web Site. Searches Group assumes and accepts no responsibility or liability for any kind of loss or damage caused by errors or omissions in the information, documents or other items provided or made available through the web site.

- 5.3. Searches Group does not represent any companies or individuals whose goods or services may be displayed or referred to on the Web Site. You should not rely on any opinions displayed on the Web Site regarding goods or services as recommendations by Searches Group. Professional advice should be sought before purchasing any item on the Web Site or entering into any legally binding agreement with a third-party.
- 5.4. The information provided on the Web Site is for use in carrying out Anti-Money Laundering Due Diligence and does not constitute specific advice. We do not accept any liability for loss arising from use of the web site or through relying on the information it provides.
- 5.5. In no event (death or personal injury or fraud excepted), unless otherwise specified within this agreement, will Searches Group be liable for any indirect, incidental or consequential damages, or loss of profit arising out of the use of the Web Site, even if Searches Group has been advised of the possibility of such damages. In any case, Searches Group's entire liability under any provision of this Agreement shall be limited to ten times the amount paid by you to Searches Group in your use of the Web Site.

## **6. Your Responsibilities**

- 6.1. You are responsible for the security and confidentiality of any pin numbers, usernames or passwords needed to access or use the Web Site or any of its services. Do not allow others to access any services on the Web Site through your membership.
- 6.2. You will only use the Web Site or any of its services in a manner that is accepted and legal according to applicable laws and regulations.
- 6.3. You will not use the Web Site or any of its services for the following;
  - 6.3.1. To send, receive, upload, download, store, use, distribute or publish material that is offensive, abusive, indecent, defamatory, obscene, or in breach of a third party's intellectual property rights;
  - 6.3.2. To send or distribute any unsolicited emails or messages, especially those which might cause another person annoyance, inconvenience or worry;
  - 6.3.3. To send or distribute information regarding any business, including unsolicited advertisements or promotional material.
- 6.4. You agree to indemnify Searches Group against any claims, costs, expenses or legal proceedings caused as a result of your misuse of the Web Site.
- 6.5. You are responsible for ensuring only appropriate users, who understand the required treatment of confidential customer data, within your organisation, are granted access to the Web Site.
- 6.6. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce copyrighted material, trademarks or other protected proprietary information without the express written consent of the owner of such material.

- 6.7. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce reports, risk assessments or any other service provided by the Website to any third party without the express written consent of Searches Group.
- 6.8. You will not provide access to the website or services, to any third-party that is not a registered user of the website.
- 6.9. You warrant that your use of the website is for the purpose of carrying out Anti-Money Laundering Customer Due Diligence upon your organisations customers. You agree to indemnify Searches Group against any claims, costs, expenses or legal proceedings caused as a result of you not using the website for this purpose.
- 6.10. You will not make, use or provide the website or services as a service to other organisations without the express written consent of Searches Group.

## **7. Billing and Payment**

- 7.1. The Product Price will be clearly displayed to user of the Web Site when carrying out chargeable activity.
- 7.2. The “Web Site” will produce an Invoice for the services used which the user can download, along with any report results/documents.
- 7.3. The Billing Method is Direct Debit, using the details that you supplied when registering for the Web Site.
- 7.4. The Billing Cycle is monthly. Searches Group will send you a statement, within the first 4 working days of each calendar month, detailing the Product Prices for services ordered in the last calendar month. Searches Group will take payment by the Billing Method, on average, 5 working days after the statement date.
- 7.5. For the avoidance of doubt, in the event of any dispute between AML Search billing data and your own records, Searches Group’s records shall take precedence to the extent that you can demonstrate that such records are incorrect.
- 7.6. All payments and displayed Product Prices, due under this Agreement are inclusive of all applicable taxes other than VAT.

## **8. Support and Service Hours**

- 8.1. The Web Site includes an e-Help Desk that provides user support. The e-HelpDesk is available during UK Business Hours.
- 8.2. Searches Group will use reasonable endeavours to ensure the Web Site is operational during UK Business Hours, however there are factors outside of our control which may mean that the Web Site could be unavailable from time-to-time.

## **9. Confidential Information**

- 9.1. Each party shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication or dissemination of the other party's Confidential Information as it employs with similar information of its own; and shall not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except in connection with the performance of its obligations under this Agreement.

## 10. Data Protection Indemnity

- 10.1. For the purpose of the Data Protection Laws and any subsequent amendments or additions to Data Protection Laws, you acknowledge that in the course of using the Web Site, any personal information of third parties (including; customers, employees, agents, subcontractors) you supply will be captured and stored electronically by us. As such, you must have obtained express permission from such third parties as a Controller to transfer their personal information to us, as Data Processor for Processing. As a part of our Processing we may store (inside, and where Searches Group deem it appropriate, outside of the European Economic Area) and Process such data for the purposes of providing the Services in the Web Site to you.
- 10.2. You agree to indemnify Searches Group from and against all claims by any customers, users or third parties arising out of your failure to obtain the consent described in this clause. 10.1.
- 10.3. Each party shall be responsible for their compliance with Anti-Money Laundering Laws and regulations in respect of record keeping and data. Each party shall be responsible for its own compliance with Data Protection Laws.

## 11. Force Majeur

- 11.1. Searches Group shall have no liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of any part of the Web Site which result from circumstances beyond the reasonable control of that party (including, without limitation, Searches Group being required for regulatory or legal reasons to suspend or terminate the provision of AML Search or any component part of AML Search to you).

## 12. Your Consent

- 12.1. You agree to be bound by these Terms & Conditions, and its appendices including the Privacy Policy and Data Processing Agreement, by registering for and using the Web Site. They remain in effect until the following three conditions are met;
  - a. You stop using the site;
  - b. You have deleted or destroyed any of the Searches Group/AML Search/Web Site materials stored by you;
  - c. None of the personal information you have passed to the Web Site remains in our databases.
- 12.2. The agreement may also be terminated at any time and for any reason by yourself or Searches Group, effective upon sending written notice to the other party. If you send a notice of termination, any current membership shall terminate without an obligation on the part of Searches Group to make a payment, rebate or refund.
- 12.3. Searches Group reserves the right to suspend or terminate an account at any time, without notice, whether or not you are in breach these terms of use or any other terms and conditions posted on the site.
- 12.4. You acknowledge and agree that in the course of using this Web Site, information about your organisation and your employees or users will be captured

electronically or otherwise and transmitted to Searches Group and or, potentially, to any third parties necessary to provide the services of the Web Site to you.

- 12.5. You consent to the use, storage, or processing of your personal information by Searches Group (or any third party subcontractors or data suppliers that Searches Group choose to use for carrying out data searches).
- 12.6. You consent to Searches Group providing any of the personal information it has collected, to a court of competent jurisdiction in accordance with the court's instructions if ordered to do so by the court, or to comply with any applicable legislation or regulatory guidelines or controls.

Signed for and on behalf of:

**Organisation**

**Signature** (electronically signed)

**Name of Authorised Signatory**

**Position**

**Date**

**Address**

# Appendix 1

## Privacy Policy

This Privacy Policy describes how Searches Group ("Searches Group," "AML Search" "we," "our" or "us") collect, use, and share information in connection with your use of our websites (including [www.amlsearch.com](http://www.amlsearch.com) and [amlsearch.co.uk](http://amlsearch.co.uk)), services, and applications (collectively, the "Services").

This Privacy Policy (the "Privacy Policy") does not apply to information our customers may process when using our Services.

We may collect and receive information about users of our Services ("users," "you," or "your") from various sources, including: (i) information you provide through your user account on the Services (your "Account") if you register for the Services; (ii) your use of the Services; and (iii) from third-party websites, services, and partners.

We recommend that you read this Privacy Policy in full to ensure you are fully informed. If you have any questions about this Privacy Policy or SGL's data collection, use, and disclosure practices, please contact us at [info@searchesgroup.com](mailto:info@searchesgroup.com).

### 1. INFORMATION WE COLLECT

#### 1.1. Information You Provide

- 1.1.1. Account Registration.** When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.
- 1.1.2. Payment Information.** When you add your financial account information to your Account, that information is directed to our third-party payment processor. We do store your financial account information on our systems to enable billing for the services you have requested; we have access to, and may retain, subscriber information through our third-party payment processor.
- 1.1.3. Communications.** If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide. We may also receive a confirmation when you open an email from us.

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

#### 1.2. Information We Collect When You Use Our Services.

- 1.2.1. Cookies and Other Tracking Technologies.** As is true of most websites, we gather certain information automatically and store it in log files. In addition, when you use our Services, we may collect certain information automatically from your device. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, clickstream data, landing page, and



referring URL. To collect this information, a cookie may be set on your computer or device when you visit our Services. Cookies contain a small amount of information that allows our web servers to recognise you. We store information that we collect through cookies, log files, and/or clear gifs to record your preferences. We may also automatically collect information about your use of features of our Services, about the functionality of our Services, frequency of visits, and other information related to your interactions with the Services. We do not track your use across different websites and services. Our cookies are session cookies and have a limited life.

**1.2.2. Usage of our Services.** When you use our Services, we may collect information about your engagement with and utilisation of our Services, such as storage capacity, navigation of our Services, and system-level metrics. We use this data to operate the Services, maintain and improve the performance and utilisation of the Services, develop new features, protect the security and safety of our Services and our customers, and provide customer support. We also use this data to develop aggregate analysis and business intelligence that enable us to operate, protect, make informed decisions, and report on the performance of our business.

### 1.3. Information We Receive from Third Parties.

**1.3.1. Third-Party Accounts.** If you choose to link to our Services through a third-party account, we will receive information about that account, such as your authentication token from the third-party account, to authorise linking. If you wish to limit the information available to us, you should visit the privacy settings of your third-party accounts to learn about your options.

**1.3.2. Third-Party Partners.** We may also receive publicly available information about you from our third-party partners and combine it with data that we have about you.

## 2. HOW WE USE INFORMATION

We use the information we collect in various ways, including to:

- Provide, operate, and maintain our Services;
- Improve, personalise, and expand our Services;
- Understand and analyse how you use our Services;
- Develop new products, services, features, and functionality;
- Communicate with you, either directly or through a Third-Party with whom your account is linked, including for customer service, to provide you with updates and other information relating to the Service, and for marketing and promotional purposes;
- Process your transactions;
- Send you text messages and notifications;
- Find and prevent fraud; and
- For compliance purposes, including enforcing our Terms of Use, or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency.

## 3. HOW WE SHARE INFORMATION

We may share the information we collect in various ways, including the following:

- 3.1. **Vendors and Service Providers.** We may share information with third-party vendors and service providers that provide services on our behalf, such as helping to provide our Services, for promotional and/or marketing purposes, and to provide you with information relevant to you such as product announcements, software updates, special offers, or other information.
- 3.2. **Aggregate Information.** Where legally permissible, we may use and share information about users with our partners in aggregated or de-identified form that can't reasonably be used to identify you.
- 3.3. **Third-Party Partners.** We also share information about users use of the services with third-party partners, with whom you have linked your account, in order identify your use of the services and to carry out billing for your services usage. In addition we utilise the services of a Credit Reference Agency. For further details please see:  
<https://www.callcredit.co.uk/legal-information/bureau-privacy-notice> .
- 3.4. **Analytics.** We use analytics providers such as Google Analytics. Google Analytics uses cookies to collect non-identifying information. Google provides some additional privacy options regarding its Analytics cookies at <http://www.google.com/policies/privacy/partners/>.
- 3.5. **Business Transfers.** Information may be disclosed and otherwise transferred to any potential acquirer, successor, or assignee as part of any proposed merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.
- 3.6. **As Required By Law and Similar Disclosures.** We may also share information to (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce this Privacy Policy and our Terms of Use, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to your requests; or (v) protect our rights, property or safety, our users and the public. This includes exchanging information with other companies and organisations for fraud protection and spam/malware prevention.
- 3.7. **With Your Consent.** We may share information with your consent.

#### 4. LEGAL BASIS FOR PROCESSING PERSONAL INFORMATION

Our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.

However, we will normally collect personal information from you only (i) where we need the personal information to perform a contract with you; (ii) where the processing is in our legitimate interests and not overridden by your rights; or (iii) where we have your consent to do so. We have a legitimate interest in operating our Services and communicating with you as necessary to provide these Services, for example when responding to your queries, improving our platform, undertaking marketing, or for the purposes of detecting or preventing illegal activities.

In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).

## **5. THIRD-PARTY SERVICES**

5.1. You may access other third-party services through the Services, for example by clicking on links to those third-party services from within the Services. We are not responsible for the privacy policies and/or practices of these third-party services, and we encourage you to carefully review their privacy policies.

## **6. SECURITY**

6.1. SGL is committed to protecting your information. To do so, we employ a variety of security technologies and measures designed to protect information from unauthorised access, use, or disclosure. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information. However, please bear in mind that the Internet cannot be guaranteed to be 100% secure.

## **7. DATA RETENTION**

7.1. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax, or accounting requirements).

7.2. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## **8. ACCESS**

8.1. If you are a registered user, you may access certain information associated with your Account by logging into our Services or emailing [info@amlsearch.com](mailto:info@amlsearch.com).

8.2. To protect your privacy and security, we may also take reasonable steps to verify your identity before updating or removing your information. The information you provide us may be archived or stored periodically by us according to backup processes conducted in the ordinary course of business for disaster recovery purposes. Your ability to access and correct your information may be temporarily limited where access and correction could: inhibit SGL's ability to comply with a legal obligation; inhibit SGL's ability to investigate, make or defend legal claims; result in disclosure of personal information about a third party; or result in breach of a contract or disclosure of trade secrets or other proprietary business information belonging to SGL or a third party.

## **9. YOUR DATA PROTECTION RIGHTS UNDER THE GENERAL DATA PROTECTION REGULATION (GDPR)**

If you are a resident of the EEA, you have the following data protection rights:

9.1. If you wish to access, correct, update, or request deletion of your personal information, you can do so at any time by emailing [info@amlsearch.com](mailto:info@amlsearch.com).

- 9.2. In addition, you can object to the processing of your personal information, ask us to restrict the processing of your personal information, or request portability of your personal information. Again, you can exercise these rights by emailing [info@amlsearch.com](mailto:info@amlsearch.com).
- 9.3. You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing emails we send you. To opt-out of other forms of marketing, please contact us by emailing [info@amlsearch.com](mailto:info@amlsearch.com).
- 9.4. Similarly, if we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- 9.5. You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

## 10. YOUR CHOICES

You cannot use the features of the Services without registering.

You may unsubscribe from receiving certain promotional emails from us. If you wish to do so, simply follow the instructions found at the end of the email. Even if you unsubscribe, we may still contact you for informational, transactional, account-related, or similar purposes.

Many browsers have an option for disabling cookies, which may prevent your browser from accepting new cookies or enable selective use of cookies. Please note that, if you choose not to accept cookies, you will be unable to access the Services as we will be unable to verify your identity for security.

## 11. CHILDREN'S PRIVACY

SGL does not knowingly collect information from children under the age of 18, and children under 18 are prohibited from using our Services. If you learn that a child has provided us with personal information in violation of this Privacy Policy, you can notify us at [info@amlsearch.com](mailto:info@amlsearch.com).

## 12. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy may be modified from time-to-time, so please review it frequently. Changes to this Privacy Policy will be posted on our website. If we materially change the ways in which we use or share personal information previously collected from you through our Services, we will notify you through our Services, by email, or other communication.

### **13. INTERNATIONAL DATA TRANSFERS**

SGL is a global business. We may transfer personal information to countries other than the country in which the data was originally collected. These countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your personal information to other countries, we will protect that information as described in this Privacy Policy and in accordance with Data Protection Laws.

### **14. Contact Us**

If you have any questions or concerns about this Privacy Policy, please feel free to email us at [info@amlsearch.com](mailto:info@amlsearch.com).

The data controller of your personal information is Searches Group Limited, registered in England, 05888714.

### **Effective Date**

This Privacy Policy became effective on: May 24, 2018.

## Appendix 2

### GDPR Data Processing Agreement

This Customer Data Processing Agreement reflects the requirements of the European Data Protection Regulation (“GDPR”) as it comes into effect on May 25, 2018. Searches Group’s products and services offered in the European Union are GDPR ready and this DPA provides you with the necessary documentation of this readiness.

This Data Processing Agreement (“DPA”) is an Appendix of the Terms and Conditions of Use (“Agreement”) between Searches Group Limited, (“SGL”) and your organisation, as defined on page 6 of this Agreement. All capitalised terms not defined in this DPA shall have the meanings set forth in the Agreement. You enter into this DPA on behalf of your organisation and, to the extent required under Data Protection Laws, in the name and on behalf of any Users which you choose to grant access to the Services through your organisations registered account.

The parties agree as follows:

#### 1. Scope and Applicability of this DPA

- 1.1. This DPA applies where and only to the extent that SGL processes Personal Data on behalf of the Customer in the course of providing the Services and such Personal Data is subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom. The parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.
- 1.2. **Role of the Parties.** As between SGL and the Registered Organisation, Registered Organisation is the Controller of Personal Data and SGL shall process Personal Data only as a Processor on behalf of Registered Organisation. Nothing in the Agreement or this DPA shall prevent SGL from using or sharing any data that SGL would otherwise collect and process independently of Registered Organisation’s use of the Services.
- 1.3. **Customer Obligations.** Customer agrees that (i) it shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to SGL; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for SGL to process Personal Data and provide the Services pursuant to the Agreement and this DPA.
- 1.4. **SGL Processing of Personal Data.** As a Processor, SGL shall process Personal Data only for the following purposes: (i) processing to perform the Services in accordance with the Agreement; (ii) processing to perform any steps necessary for the performance of the Agreement; and (iii) to comply with other reasonable instructions provided by Registered Organisation to the extent they are consistent with the terms of this Agreement and only in accordance with Registered Organisation’s documented lawful instructions. The parties agree that this DPA and the Agreement set out the Registered Organisation’s complete and final instructions to SGL in relation to the processing of Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Registered Organisation and SGL.
- 1.5. **Nature of the Data.** SGL handles Data provided by Registered Organisation. Such Data may contain special categories of data depending on how the Services are used by Registered Organisation. The Data may be subject to the following process activities: (i)

storage and other processing necessary to provide, maintain and improve the Services provided to the Registered Organisation; (ii) to provide customer and technical support to Customer; and (iii) disclosures as required by law or otherwise set forth in the Agreement.

1.6. **SGL Data.** Notwithstanding anything to the contrary in the Agreement (including this DPA), Registered Organisation acknowledges that SGL shall have a right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered personal data under Data Protection Laws, SGL is the Controller of such data and accordingly shall process such data in compliance with Data Protection Laws.

## 2. Sub-Processing

2.1. **Authorised Sub-processors.** Registered Organisation agrees that SGL may engage Sub-processors to process Personal Data on Registered Organisation's behalf. The Sub-processors currently engaged by SGL and authorized by the Registered Organisation are shown in Appendix 3.

2.2. **Sub-processor Obligations.** SGL shall: (i) enter into a written agreement with the Sub-processor and the Sub-processor shall protect the Personal Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause SGL to breach any of its obligations under this DPA.

2.3. **Changes to Sub-processors.** SGL shall provide Registered Organisation reasonable advance notice (for which email shall suffice) if it adds or removes Sub-processors.

2.4. **Objection to Sub-processors.** Registered Organisation may object in writing to SGL's appointment of a new Sub-processor on reasonable grounds relating to data protection by notifying SGL promptly in writing within five (5) calendar days of receipt of SGL's notice in accordance with Section 2.3. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss such concerns in good faith with a view to achieving commercially reasonable resolution. If this is not possible, either party may terminate the applicable Services that cannot be provided by SGL without the use of the objected-to-new Sub-processor.

## 3. Security

3.1. **Security Measures.** SGL shall implement and maintain appropriate technical and organisational security measures to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data.

3.2. **Confidentiality of Processing.** SGL shall ensure that any person who is authorised by SGL to process Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

3.3. **Security Incident Response.** Upon becoming aware of a Security Incident, SGL shall notify the Registered Organisation without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by the Registered Organisation.

3.4. **Updates to Security Measures.** Registered Organisation acknowledges that the Security Measures are subject to technical progress and development and that SGL may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Registered Organisation.

#### 4. Security Reports and Audits

4.1. SGL shall maintain records of its security standards. Upon Registered Organisation's written request, SGL shall provide (on a confidential basis) details of relevant information security management compliance, audit report summaries and/or other documentation reasonably required by Registered Organisation to verify SGL's compliance with this DPA. SGL shall further provide written responses (on a confidential basis) to all reasonable requests for information made by the Registered Organisation, including responses to information security and audit questionnaires, that Customer (acting reasonably) considers necessary to confirm SGL's compliance with this DPA, provided that Registered Organisation shall not exercise this right more than once per year.

#### 5. International Transfers

5.1. **Processing Locations.** SGL stores and processes EU Data (defined below) in data centres located inside and outside the European Union. SGL shall implement appropriate safeguards to protect the Personal Data, wherever it is processed, in accordance with the requirements of Data Protection Laws.

5.2. **Transfer Mechanism:** Notwithstanding Section 5.1, to the extent SGL processes or transfers (directly or via onward transfer) Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland ("EU Data") in or to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, the parties agree that SGL shall provide appropriate safeguards for such data by ensuring the processing of such data is in accordance with Data Protection Laws. Registered Organisation hereby authorises any transfer of EU Data to, or access to EU Data from, such destinations outside the EU subject to these measures having been taken.

#### 6. Return or Deletion of Data

6.1. Upon deactivation of the Services, all Personal Data shall be deleted, save that this requirement shall not apply to the extent SGL is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which such Personal Data SGL shall securely isolate and protect from any further processing, except to the extent required by applicable law.

#### 7. Cooperation

7.1. To the extent that Registered Organisation is unable to independently access the relevant Personal Data within the Services, SGL shall (at Customer's expense) taking into account the nature of the processing, provide reasonable cooperation to assist Registered Organisation by appropriate technical and organisational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to SGL, SGL shall not respond to such communication directly without Registered Organisation's prior authorisation, unless legally compelled to do so. If SGL is required to respond to such a request, SGL shall



promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

7.2. To the extent SGL is required under Data Protection Law, SGL shall (at Registered Organisation's expense) provide reasonably requested information regarding SGL's processing of Personal Data under the Agreement to enable the Registered Organisation to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

## **8. Miscellaneous**

8.1. This DPA is a part of and incorporated into the Terms and Conditions of Use so references to "Agreement" in the Agreement shall include this DPA.

8.2. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

8.3. This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

## **Appendix 3**

AML Search can include CallML data from Callcredit Plc, a Sub-Processor of data, and therefore you are required to agree to the following additional Terms & Conditions from Call Credit Plc, which form a part of the Terms of Use of AML Search.

# CALLCREDIT END-USER TERMS AND CONDITIONS FOR CALLML

This agreement is made between Callcredit Limited of One Park Lane, Leeds, West Yorkshire, LS3 1EP (**"Callcredit"**) of the one part and the company named as the **Client** in the schedule of the other part (the **"Client"**).

**The Client wishes Callcredit to provide access to Callcredit's** services and Callcredit wishes to provide such services. By signing this sheet you agree to be bound by the terms and conditions of this agreement. This agreement comprises the front signature sheet, the schedule and the terms and conditions attached.

## SCHEDULE

### CLIENT INFORMATION

Full Client Name:

Office Address:

### SERVICES

CallML

### PERMITTED PURPOSE

To make business decisions in respect of anti money laundering for the **Client's internal business** purposes only

Signed for and on behalf  
of Callcredit Limited

.....  
Signature

.....  
Name of authorised signatory

.....  
Position

.....  
Date

Signed for and on behalf  
of the Client

.....  
Signature

.....  
Name of authorised signatory

.....  
Position

.....  
Date

1	<p>DEFINITIONS</p> <p><b>'Additional Group Companies'</b> means any company in which the Client has direct or indirect ownership of greater than 50% of the voting shares of the relevant company. A company shall only be an Additional Group Company for so long as the Client retains such ownership.</p> <p><b>'Callcredit's Agent'</b> means Searcher Group Limited (registered in England and Wales under company number 5888714).</p> <p><b>'Callcredit's Web Sites'</b> means all and any Internet web sites operated by Callcredit from time to time.</p> <p><b>'Client Materials'</b> means all Client data and materials made available to Callcredit pursuant to this agreement including (without limitation) data input onto Callcredit's databases by (or on behalf of) the Client as part of the Services.</p> <p><b>'Confidential Information'</b> means all trade secret and confidential or proprietary information of each party.</p> <p><b>'Data'</b> means all data, scores and other output and information provided by Callcredit as part of the Services.</p> <p><b>'Documentation'</b> means all user guides and other documentation provided by Callcredit to the Client in respect of the Services.</p> <p><b>'DPA'</b> means the Data Protection Act 1998.</p> <p><b>'Permitted Purpose'</b> means the purpose specified in the schedule.</p> <p><b>'Services'</b> means Callcredit's CallML service including without limitation the Data, the Software and the Documentation agreed between the parties.</p> <p><b>'Service Start Date'</b> means the date upon which the Services are first made available to the Client.</p> <p><b>'Software'</b> means all software utilised by or made available by Callcredit in connection with the Services.</p> <p><b>'Year'</b> means each period of twelve consecutive months commencing on the Service Start Date or any anniversary thereof.</p>	<p>Representation of the People (England and Wales) (Amendment) Regulations 2002 (collectively 'the Regulations') and that the Regulations may change from time to time. The Client agrees that Callcredit may cease providing the whole or part of the Services (without liability) if necessary in order to enable Callcredit to comply with the Regulations.</p>
6.3	<p>The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and searches made in respect of the Services as may be required by any regulator from time to time. Callcredit is not responsible for retaining such information.</p>	<p>The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and searches made in respect of the Services as may be required by any regulator from time to time. Callcredit is not responsible for retaining such information.</p>
7	<p>CONFIDENTIALITY</p> <p>Each party shall in respect of the other party's Confidential Information keep the Confidential Information in strictest confidence and not to make the same available to any third party and only use the Confidential Information for the purposes of this agreement and ensure that only those of its employees who need to know have access to the Confidential Information.</p>	<p>CONFIDENTIALITY</p> <p>Each party shall in respect of the other party's Confidential Information keep the Confidential Information in strictest confidence and not to make the same available to any third party and only use the Confidential Information for the purposes of this agreement and ensure that only those of its employees who need to know have access to the Confidential Information.</p>
8	<p>LIABILITY</p>	<p>LIABILITY</p>
8.1	<p>The Client acknowledges (i) that the Data is supplied to Callcredit by third parties over whom Callcredit has no control and (ii) that where Data or information is transferred over the Internet it may be subject to interference by third parties. Therefore subject always to Callcredit's obligations under clause 3.1 Callcredit can make no warranties as to the accuracy of the Data nor the suitability of the Data for any specific purposes. The Client must satisfy itself that the Services are suitable for its own purposes.</p>	<p>The Client acknowledges (i) that the Data is supplied to Callcredit by third parties over whom Callcredit has no control and (ii) that where Data or information is transferred over the Internet it may be subject to interference by third parties. Therefore subject always to Callcredit's obligations under clause 3.1 Callcredit can make no warranties as to the accuracy of the Data nor the suitability of the Data for any specific purposes. The Client must satisfy itself that the Services are suitable for its own purposes.</p>
8.2	<p>Callcredit shall not be liable for any indirect or consequential loss or damage.</p>	<p>Callcredit shall not be liable for any indirect or consequential loss or damage.</p>
8.3	<p>Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>	<p>Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>
8.4	<p>Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>	<p>Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>
8.5	<p>Callcredit shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>	<p>Callcredit shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>
8.6	<p>Callcredit's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any Year shall not exceed an amount equal to the sums received by or due to Callcredit from the Client under this agreement during that Year.</p>	<p>Callcredit's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any Year shall not exceed an amount equal to the sums received by or due to Callcredit from the Client under this agreement during that Year.</p>
8.7	<p>Notwithstanding any other term of this agreement, Callcredit does not limit or exclude liability for death or personal injury arising from its negligence.</p>	<p>Notwithstanding any other term of this agreement, Callcredit does not limit or exclude liability for death or personal injury arising from its negligence.</p>
8.8	<p>Except as expressly provided in this agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.</p>	<p>Except as expressly provided in this agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.</p>
9	<p>SUSPENSION &amp; TERMINATION</p>	<p>SUSPENSION &amp; TERMINATION</p>
9.1	<p>Callcredit may suspend the Services in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way.</p>	<p>Callcredit may suspend the Services in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way.</p>
9.2	<p>Either Callcredit or the Client may terminate this agreement immediately on notice if:</p>	<p>Either Callcredit or the Client may terminate this agreement immediately on notice if:</p>
9.2.1	<p>the other commits any material breach of this agreement and such breach (where capable of remedy) is not remedied to the non defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy; or</p>	<p>the other commits any material breach of this agreement and such breach (where capable of remedy) is not remedied to the non defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy; or</p>
9.2.2	<p>in respect of the other a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation); or</p>	<p>in respect of the other a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation); or</p>
9.2.3	<p>in respect of the other an administration order is made, or a receiver or administrative receiver is appointed over any of its property or assets; or</p>	<p>in respect of the other an administration order is made, or a receiver or administrative receiver is appointed over any of its property or assets; or</p>
9.2.4	<p>the other is dissolved or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986.</p>	<p>the other is dissolved or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986.</p>
9.3	<p>Callcredit may suspend the Services and/or terminate this agreement at any time if Callcredit's contract with the Callcredit Agent terminates for any reason whatsoever.</p>	<p>Callcredit may suspend the Services and/or terminate this agreement at any time if Callcredit's contract with the Callcredit Agent terminates for any reason whatsoever.</p>
9.4	<p>On termination of this agreement for whatever reason, the Client shall:</p>	<p>On termination of this agreement for whatever reason, the Client shall:</p>
9.4.1	<p>as soon as reasonably practicable delete all electronic copies and destroy all physical copies of any Data in its possession or control except for the Data which it is required to keep by law; and</p>	<p>as soon as reasonably practicable delete all electronic copies and destroy all physical copies of any Data in its possession or control except for the Data which it is required to keep by law; and</p>
9.4.2	<p>return to Callcredit all assets which Callcredit has provided for the purposes of this agreement including without limitation the Software and the Documentation and any other materials provided by Callcredit relating to the Services (and all copies thereof); and</p>	<p>return to Callcredit all assets which Callcredit has provided for the purposes of this agreement including without limitation the Software and the Documentation and any other materials provided by Callcredit relating to the Services (and all copies thereof); and</p>
9.4.3	<p>provide Callcredit with a certificate of compliance with the provisions of this clause signed by a duly authorised officer.</p>	<p>provide Callcredit with a certificate of compliance with the provisions of this clause signed by a duly authorised officer.</p>
9.5	<p>Termination is without prejudice to any antecedent breach or to any continuing obligation</p>	<p>Termination is without prejudice to any antecedent breach or to any continuing obligation</p>
10	<p>FORCE MAJEURE</p> <p>Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement (except for any obligation to make payment) arising from any cause beyond its reasonable control including (without limitation) any of the following:</p>	<p>FORCE MAJEURE</p> <p>Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement (except for any obligation to make payment) arising from any cause beyond its reasonable control including (without limitation) any of the following:</p>
2	<p>DURATION</p> <p>This agreement shall be deemed to have commenced on the date that it is signed by both parties or (if earlier) on the Service Start Date and (subject to earlier termination in accordance with the provisions of clause 9) shall continue for the duration agreed between Callcredit's Agent and the Client.</p>	
3	<p>SUPPLY OF THE SERVICES</p>	
3.1	<p>Callcredit shall use all reasonable care and skill in the provision of the Services.</p>	
3.2	<p>Callcredit may from time to time change the form and content of the Services and/or upgrade or modify any of the methods used to access the Services.</p>	
4	<p>USE OF THE SERVICES</p>	
4.1	<p>Callcredit licences the Client to use the Services with effect from the Service Start Date and for the duration of this agreement for the Permitted Purpose. The Client shall not use the Services for any other purposes whatsoever.</p>	
4.2	<p>The Client shall not sell, transfer, distribute or otherwise make the Services available to, or use the Services on behalf of, any third party other than to Additional Group Companies in accordance with Clause 4.3.</p>	
4.3	<p>The Services may be utilised by Additional Group Companies for their own internal Permitted Purposes provided that:</p>	
4.3.1	<p>the Client shall procure that each of the Additional Group Companies shall grant the rights and comply with the obligations placed upon the Client pursuant to this agreement to the same extent as if each Additional Group Company had executed this agreement in its own right; and</p>	
4.3.2	<p>the Client shall indemnify Callcredit against all costs, claims, demands and expenses arising out of or in connection with any claims made against Callcredit by any Additional Group Companies arising as a result of this agreement, however (subject to the provisions of Clause 8) the Client shall be entitled to bring a claim against Callcredit in respect of such costs, claims, demands and expenses incurred by any Additional Group Companies which, for the purposes of this Clause 4.3.2 shall be deemed to be costs, claims, demands or expenses of the Client.</p>	
5	<p>OWNERSHIP</p>	
5.1	<p>Title, copyright and all other intellectual property rights in the Services including without limitation the Data (other than the Client's own data as provided to Callcredit) shall at all times remain vested in Callcredit (or its third party licensors) and the Client shall acquire no rights whatsoever therein save as expressly provided in this agreement.</p>	
5.2	<p>Title, copyright and all other intellectual property rights in the Client Materials shall at all times remain vested in the Client and Callcredit shall acquire no rights whatsoever therein save as expressly provided in this agreement.</p>	
5.3	<p>The Client grants to Callcredit:</p>	
5.3.1	<p>A non-transferable, non-exclusive license to use and copy the Client Materials to enable Callcredit to carry out its obligations under this agreement; and</p>	
5.3.2	<p>A non transferable, non-exclusive, perpetual license to incorporate the Client Materials into Callcredit's databases for the provision of Callcredit's services.</p>	
6	<p>COMPLIANCE WITH LAWS</p>	
6.1	<p>Callcredit and the Client shall at all times in respect of the subject matter of this agreement comply with all applicable laws, regulations and rules having equivalent effect.</p>	
6.2	<p>The Client acknowledges that the supply of the Services by Callcredit and use thereof is governed by various statutes regulatory requirements, codes of practice and guidelines relating to the use, provision and sharing of personal data, including without limitation, the DPA, the Principles of Reciprocity (being the rules (as amended from time to time) established by the Steering Committee on Reciprocity which is an unincorporated body that governs the use of shared data in the credit industry) and the</p>	

act of God, governmental act, war, fire, flood, explosion or civil commotion, industrial action, failure in telecommunications services or **unauthorised interference with either party's systems or services via the Internet.**

11 VARIATION

Any amendment, modification, variation or supplement to this agreement must be made in writing and signed by an authorised signatory of each party.

12 ASSIGNMENT AND SUB-CONTRACTING

12.1 Either party is entitled to sub-contract the performance of any of its obligations under this agreement provided that such party shall be liable for its obligations under this agreement to the same extent as if it had carried out the work itself.

12.2 Neither party may assign, transfer or otherwise make over any part of this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

13 SEVERANCE

If any provision of this agreement is found to be illegal or unenforceable by any court of competent jurisdiction then that provision shall be deemed to be deleted, but without affecting the remaining provisions.

14 AGENCY

Nothing in this agreement constitutes a partnership between the parties, and neither party is deemed to be the agent of the other for any purpose whatsoever. Neither party has the power or authority to bind the other or to contract in the name of the other party.

15 ENTIRE AGREEMENT

This agreement sets out the entire agreement between the parties and supersedes all oral or written agreements, representations, understandings or arrangements, relating to its subject matter. Neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied.

16 WAIVER

Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence is not to be **construed as a waiver of that party's rights under this agreement.**

17 INTERPRETATION

17.1 Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time.

18 NOTICES

All notices made pursuant to this agreement must be in writing and must be sent to the registered office or main trading address of the recipient.

19 GOVERNING LAW

This agreement shall be construed in accordance with English Law. Callcredit and the Client agree to submit to the non-exclusive jurisdiction of the English Courts.

20 THIRD PARTY RIGHTS

The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement.

21 PAYMENT

21.1 The Client **shall pay Callcredit's fees and charges in place from time to time to Callcredit's Agent which fees will be specified by Callcredit's Agent under an agreement between Callcredit's Agent and the Client. Payments made to Callcredit's Agent pursuant to this agreement shall be deemed to have been made to Callcredit.**

21.2 VAT is payable by the Client at the prevailing rate on all sums due under this agreement.

21.3 Callcredit may increase the charges payable hereunder (as notified by **Callcredit's Agent**) with effect from each anniversary of the Service Start Date. Any such increase shall not exceed the increase (expressed as a percentage) in the Retail Prices (all Items) Index since the Service Start Date or since the date of the last increase (if any) in Callcredit's charges, whichever is the later. If that index ceases to be published then Callcredit and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).