

Credit Reports

Terms & Conditions

1. This document ("the Agreement") forms the terms and conditions governing the relationship between My Credit Controllers Ltd ('We', 'Us') and 'You, 'the Customer' pertaining to the supply of Credit Reports (which provide information on and assessment of the creditworthiness of businesses).
2. Please read this Agreement carefully before ordering Credit Reports from us. By placing an order, the Customer accepts the content of this Agreement. Unless otherwise stated in these Terms and Conditions, where the terms of the Order Confirmation conflict with these Terms and Conditions, these Terms and Conditions shall take precedence.
3. You may contact us by telephoning our customer service team at 01522 716212 or by e-mailing us at accounts@mycreditcontrollers.co.uk.
4. Your use of our service is governed by our Privacy Policy. Please take the time to read this, as it includes important terms which apply to you.
5. You acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or our Privacy Policy or Terms of Website Use.
6. After you place an order for our services we will acknowledge receipt to you by email, or other form of writing. The contract between us will only be formed when we send you such acknowledgement.
7. The Credit Report provided to You is non transferable and is provided solely for the Your own internal use. You may not sell, transfer, sublicense, distribute, commercially exploit or otherwise make it available to, or use it for the benefit of any third party.
8. We amend the terms of this Agreement from time to time. Please look at the bottom of this page to see when this Agreement was last updated.
9. Every time you order services from us, the terms in force at the time of your order will apply to the Agreement between us.
10. This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Warranties and Limitation of Liability

11. The Credit Report is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Us to guarantee.
12. Specifically We give the Customer no warranty or assurance about the contents of the Credit Report. Whilst We do endeavor to maintain the accuracy and the quality

of the Credit Reports, information contained may be incorrect or out of date. Therefore any use of the Credit Reports is at the Customer's own risk.

13. Subject to clause 17 We disclaim all liability in contract, negligence, for breach of statutory duty, or under any indemnity or otherwise in connection with the Credit Reports and shall not be liable for any indirect, or consequential loss. We shall not be liable for the following types of financial loss; loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.
14. Where any matter gives rise to a valid claim against Us its liability shall be limited to a sum equal to the sum paid for the Credit Report supplied under this Agreement.
15. Nothing in these Terms & Conditions or the provision of the services shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between us.
16. These terms and conditions supersede all previous terms and conditions in force between us and our clients and prospective clients unless otherwise agreed in writing by us.
17. Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

Data Protection

18. The Services are intended for evaluating creditworthiness of businesses. Where, and to the extent the Customer accesses or receives any Personal Data (as defined in the EU General Data Protection 2016/679) through its use of or access to the Service, the parties shall be bound by and agree to comply with the data protection and security provisions set out in this Clause.

18.1 For the purposes of this Agreement, the following definitions shall apply:

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

"GDPR" means General Data Protection Regulation (EU) 2016/679.

"Personal Data" shall have the meaning set out in the GDPR.

"Product Data" means any Personal Data provided to You by Us including but not limited to any Personal Data comprised in Our Credit Reports.

18.2 In connection with the Product Data, both parties act as independent Data Controllers.

18.3 Your use of the Product Data is subject to the licensing terms and restrictions set out in this Agreement. We shall not be liable to the You in connection with any breach of the GDPR or any fines, penalties or costs arising therefrom, to the extent caused by Your or a related third party's unauthorised use of the Product Data.

- 18.4 You are responsible for establishing the lawful basis on which You processes the Product Data and maintaining compliance with the GDPR in connection with such Product Data. The transfer of Personal Data is only permitted where You have a legitimate interest in its knowledge as recipient of the data/ information. For this reason, You undertake to only request information which contains Personal Data where You have such a legitimate interest and terminating the process if there is no legitimate interest.
- 18.5 You agree to only request Credit Reports for the purposes of credit checking, know your customer checks, compliance, data verification and enhancement and other lawful business due diligence purposes.
- 18.6 You represent and warrant that you commit to maintaining technical and organisational measures to protect such data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Product Data. You shall provide to Us details of the same upon request.
- 18.7 You will notify Us without delay upon becoming aware of a security breach to the Product Data subject to GDPR or other applicable law.
- 18.8 Where one party faces an actual or potential claim arising out of or related to violation of GDPR or any data protection law concerning the Product Data processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defence of such claim and the underlying circumstances concerning the claim.
- 18.9 Each party agrees that to the extent the other party receives or processes the name, business telephone number, business mobile phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Us and You, each party represents to the other party that it is authorized to permit the other party to process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under this Agreement and instructs the other party to process such Personal Data for such purposes.