

Third Party Data Terms – Creditsafe

The data that TruNarrative uses within the Services is supplied by various third parties. TruNarrative is obliged under the terms of its agreement with such third parties to ensure that the Customer complies with the Apps Terms. Customer agrees that the following terms (as amended from time to time) apply to Customer with respect to its use of the services provided by Creditsafe (as defined below). By using any element of such services, you agree to be legally bound by these Apps Terms.

These terms between the Customer identified in the Order Schedule (“**Customer**”) and Creditsafe Business Solutions Limited (“**Creditsafe**”) a company incorporated in England and Wales under registered number 3836192 at the registered address Bryn House, Caerphilly Business Park, Van Road, Caerphilly, CF83 3GR, pertain to the access to and use of certain business information (“**Information**”) through Creditsafe Connect or the Global Gateway Service (as specified in the Order) (“**API**”).

These terms constitute the entire agreement between the Customer and Creditsafe in relation to the API and the Information received through the API.

By accessing or using the API, the Customer accepts the content of these terms.

In these terms:

Unless expressly stated otherwise, terms defined in the Order Schedule shall have the same meaning where used in these terms.

“Data Protection Legislation” means all applicable laws and regulations relating to the processing of personal data and privacy including but not limited to the Data Protection Act 2018, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive

(2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

“GDPR” means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time.

1. Creditsafe’s Proprietary Rights

1.1. Except as expressly provided herein access to the Information through the API does not grant the Customer any database rights or rights in the copyright, trademarks or any other intellectual property rights of Creditsafe or any third party.

1.2. The API and the Information obtained through it is protected by copyright and other intellectual property rights. The Customer is not permitted and will not allow any third party to access, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the API or the Information obtained through it without Creditsafe’s written permission. Creditsafe may take steps to assist identification of its Information.

1.3. Subject to a maximum liability cap equal to the value of Creditsafe’s professional indemnity insurance which shall be for a minimum amount of £1,000,000, Creditsafe hereby agrees to protect, defend, indemnify, and hold the Customer and any of its officers, directors, managers, agents and employees harmless from and against any action, claim or suit brought against the Customer including any and all direct losses, damages, liabilities, to the extent directly arising from or out of: (a) any alleged or actual violation by Creditsafe of any laws, regulations, ordinances, rules and/or orders of any governmental authority or regulatory body having jurisdiction over Creditsafe and the subject matter hereof and (b) that the Services, API or Information infringe the intellectual property rights of a third party

1.4. Creditsafe's liability under the indemnity in Clause 1.3 is conditional on the Customer discharging the following obligations. If any third party makes a claim in writing, or notifies in writing an intention to make a claim, which may reasonably be considered likely to give rise to a liability under the indemnity (a "**Third Party Claim**"), the Customer shall:

1.4.1 as soon as reasonably practicable, give written notice of the Third Party Claim to Creditsafe, setting out the facts of the Third Party Claim in reasonable detail;

1.4.2 not make any admission of liability, agreement or compromise in relation to the Third Party Claim without the prior written consent of Creditsafe (Creditsafe acting reasonably at all times);

1.4.3 take reasonable steps to mitigate its actual or potential loss arising out of or in connection with the Third Party Claim;

1.4.4 allow Creditsafe to assume conduct of the claim if so requested by Creditsafe;

1.4.5 give Creditsafe and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Creditsafe and its professional advisers to examine them and to take copies for the purpose of assessing the Third Party Claim provided always that Creditsafe agrees to comply with any security procedures notified by the Customer to Creditsafe and the Creditsafe agrees that any such access is subject always to any confidentiality obligations of the Customer in respect of a third party; and

1.4.6 take such action as Creditsafe may reasonably request to avoid, dispute, compromise or defend the Third Party Claim.

2. Obligations and Conduct

2.1. The Customer shall abide by all laws and regulations applicable to its use of the API and its use and processing of the Information obtained through it including but not limited to full compliance with all aspects of Data Protection Legislation.

2.2. The Customer agrees not to attempt to gain unauthorised access to the API or the Information obtained through it or modify the same.

2.3. The Customer shall only take such copies of the Information as are reasonably required for the use of the Information in accordance with these terms.

2.4. The Customer shall only have the right to use the Information for the purpose of internal credit-checking, monitoring, compliance, data verification and enhancement and business due diligence purposes (“**Permitted Use**”) only subject to these terms including (without limitation) the Third Party Restrictions.

2.5. The Customer shall not, under any circumstance, itself, or allow any third party, to access or use the Information for the purpose of direct marketing or prospecting.

2.6 The Information may only be used by the Customer for the Reseller Permitted Use within the United Kingdom. The Information made available by TruNarrative to the Customer is provided solely for the Customer’s own internal business use. The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any of the Information. The Customer may not include the Information in any product or service which the Customer sells.

2.7 The Customer shall use the Information in strict compliance with all applicable laws, rules and regulations.

2.8. The Customer shall permit Creditsafe once in each calendar year, upon reasonable notice, during normal working hours to enter upon its premises to audit the use of the API and the Information

obtained through it, to ascertain whether the provisions of the Agreement are being complied with by the Customer.

2.9. The Customer will keep and make available to Creditsafe on request accurate records of Customer usage of the Information to enable Creditsafe.

3. Warranties and Limitation of Liability

3.1. The Information 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 Creditsafe to guarantee. Whilst Creditsafe aims always to maintain a quality fully operative API, the API and the Information obtained through it and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.

3.2. Specifically, Creditsafe gives the Customer no warranty or assurance about the contents of the Information. Whilst Creditsafe will use all reasonable endeavours to maintain the accuracy and the quality of the Information, it may be incorrect or out of date. Therefore, any use of the Information is at the Customer's own risk.

3.3. Subject to clause 3.5, each party disclaims all liability, whether in contract, tort (including negligence), for breach of statutory duty, or under any indemnity or otherwise, for any indirect or consequential loss. A party shall not be liable for the following types of financial loss (whether direct or indirect): (i) loss of profits, (ii) loss of earnings, (iii) loss of business or goodwill, (iv) loss of anticipated savings, (v) increase in bad debt and (vi) failure to reduce bad debt.

3.4. Where any matter gives rise to a valid claim against Creditsafe other than pursuant to clause 1.3 or for termination of these terms other than in accordance with its terms, its liability under these terms, whether in contract, tort (including negligence), for breach of statutory duty, or under any indemnity or otherwise, shall be limited to a sum equal to the sum paid for the Information supplied under these terms in the year the claim arises.

3.5. Where any matter gives rise to a valid claim against the Customer, its liability under these terms, whether in contract, tort (including negligence), for breach of statutory duty, or under any indemnity or otherwise, shall be limited to a sum equal to the sum paid for the Information supplied under these terms in the year the claim arises.

3.6. Nothing in this clause 3 or any other provision of the Agreement shall seek to exclude or limit liability for death or personal injury caused by a party's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded or limited.

3.7. The Customer warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under these terms and for the grant of rights to Creditsafe and TruNarrative under these terms.

4. Termination

4.1. If Creditsafe acting in good faith reasonably believes that the Customer has breached any material provision of these terms, or otherwise poses a serious risk to the proper provision of the API to other customers of Creditsafe, Creditsafe may suspend the Customer's access to the API whilst it investigates the potential breach or risk which it shall do so promptly and expeditiously.

5. Confidentiality Agreement

5.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 5.2.

5.2. Each party may disclose the other party's confidential information:

5.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure

that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 5; and

5.2.2. to the minimum extent as may be required by law, court order or any governmental or regulatory authority.

5.3. Subject to clause 5.2.2, no party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

6.Data Protection

For the purposes of this Clause 6 "data controller", "data processor", "data subject", "personal data", "processing", and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Legislation.

6.1. This clause 6 sets out the framework for the sharing of personal data between the parties as independent data controllers.

6.2. Each party shall comply with all aspects of the Data Protection Legislation at all times.

6.3. The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Information and/ or the API and maintaining compliance with the Data Protection Legislation in connection with such data.

6.4. The Customer acknowledges that accessing personal data through the use of the Information and/ or the API is only permitted where the Customer has a lawful basis for doing so and the Customer warrants that it shall only request personal data where the Customer has a lawful basis for doing so.

6.5. The Customer agrees that it shall only access and use the Information and/ or the API for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, debtor trace and other lawful business due diligence purposes.

6.6. The Customer acknowledges and agrees that it is its duty to record and demonstrate the existence of its lawful basis for processing and agrees to comply with the transparency obligations placed on data controllers set out in the GDPR.

6.7. Where the Customer uses the monitoring service, Creditsafe will inform the Customer by email whenever there is a relevant change in the data monitored. The Customer shall stop the monitoring service for monitored data when the Customer ceases to have a lawful basis of processing that data.

6.8. The Customer represents and warrants to Creditsafe that it commits to maintaining appropriate technical and organisational measures to protect the Information and/ or data obtained through the API from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such data. The Customer shall provide to Creditsafe details of the same upon request.

6.9. The Customer will notify Creditsafe without delay upon becoming aware of a security breach to any personal data obtained through the API in accordance with GDPR requirements or other applicable law.

6.10. Notwithstanding the provisions of clause 6.11 where the Customer provides Creditsafe with data/ information which includes Personal Data to enable Creditsafe to provide the Information or any of its services, the Customer warrants that it has a lawful basis for doing so and it has all necessary notices and consents in place to enable the lawful transfer of such data and further, that it has complied with the transparency requirements set out in Articles 13 and 14 of the GDPR as applicable.

6.11. The Customer agrees that to the extent Creditsafe receives or processes the name, business telephone number, business mobile phone number, business address, or business email address of the Customer's employees in the ordinary course of developing and/or maintaining a business relationship between Creditsafe and Customer, the Customer represents to Creditsafe that it has a

lawful basis for sharing such personal data regarding employees and that it has all necessary notices and consents in place to enable the lawful transfer of such data.

6.12. Creditsafe shall not be liable to the Customer in connection with any breach of the Data Protection Legislation or any fines, penalties or costs arising therefrom, to the extent caused by the Customer's or a related third party's breach.

6.13. The parties agree that if, following the GDPR coming into force, Creditsafe considers that the provisions of this Clause 6 do not comply with GDPR then the parties acting in good faith, reasonably and in a timely manner, shall adapt, update or amend the terms of this Clause 6 to ensure compliance with GDPR.

6.14. Further, Creditsafe and the Customer both acknowledge that as a result of the United Kingdom leaving the European Union the law relating to privacy and data protection as it applies to these terms may change. Should such a situation arise Creditsafe may make any alterations, amendments or updates to this Clause 6 that may be required as a result of such changes.