

DISCONNECT END USER AGREEMENT SCHEDULE

This agreement is made Between

- A. The Re-supplier and
- B. The End User

It is agreed as follows:

1. Definitions and interpretation

- 1.1 **"Applicable Regulations"** means the Consumer Credit Act 1974, the Data Protection Act 1998, the Representation of the Peoples (England and Wales) Regulations 2001, the Money Laundering Regulations 2003, the Financial Services and Markets Act 2000 (Money Laundering Regulations 2001), regulations made by the Steering Committee on Reciprocity and any other applicable law, regulation or code;
- 1.4 **"disConnect Data"** the data provided by Re-Supplier to the End User in the course of providing the Services;
- 1.5 **"Equifax"** means Equifax plc, a company incorporated in England and Wales with registered number 2425920, whose registered office is Capital House, 25 Chapel Street, London NW1 5DS;
- 1.6 **"Services"** means the suppression or flagging of records by processing input data against a suppression database branded as 'disConnect' comprising:
 - A 6 year history of Equifax goneaways
 - Equifax Deceased names dating from April 2003
 - The current Equifax Complaints file

Including monthly updates of each component

- 1. The End User shall not use any of the Services or any disConnect Data or information derived from any disConnect Data for any purpose other than for the suppression or flagging of records for a direct mail application or campaign for its own purposes and, in particular, not for the conduct of or participation in any business involving the re-supply to third parties of the Services, disConnect Data or information derived from the disConnect Data.
- 2. The End User shall not use the disConnect Data to suppress and/or flag data in databases or lists other than by submitting such databases and lists to the Re-Supplier for processing using the Services.
- 2. The End User will comply with all Applicable Regulations.
- 3. If the End User has any right to make a claim against Equifax in respect of the Services or any disConnect Data (whether in contract, negligence or any other tort, under statute or otherwise at all), Equifax's liability shall be limited in accordance with this agreement. Equifax is entitled to enforce this provision against the End User in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 4. Equifax is the source of the disConnect Data. As a condition of Equifax allowing the Re-Supplier to provide the disConnect Data to you, Equifax requires you to agree to the following terms and conditions:
 - 4.1 Most of the disConnect Data is provided to Equifax by third parties and as such Equifax does not control the disConnect Data's accuracy or completeness. The volume and nature of the information on Equifax's databases makes it impractical for Equifax to check it. Because of this, Equifax will only be liable to you for any loss or damage caused by its negligence or wilful default and Equifax shall not in any other circumstances be liable for any inaccuracies, faults, or omissions in the disConnect Data.
 - 4.2 You must not rely upon any disConnect Data as the only factor or source of information in making any decision. Further advice and information from appropriate experts and professionals should be obtained before making any decision.
 - 4.3 Equifax shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or otherwise at all) be liable for any indirect or consequential loss or damage at all, or any loss of business, capital, profit, reputation or goodwill.
 - 4.4 Nothing in these terms shall limit or exclude Equifax's liability for death or personal injury arising from its negligence.

- 4.5 Equifax's entire liability in respect of all causes of action arising by reason of or in connection with these terms (whether for breach of contract, negligence or any other tort, under statute or otherwise at all) shall be limited to the amount you paid the Re-Supplier for the disConnect Data (excluding VAT).
- 4.6 If you want to make a claim against Equifax in relation to the disConnect Data, you must give Equifax written notice of the claim within 3 months of becoming aware of the circumstances giving rise to the claim or, if earlier, 3 months from the time you ought reasonably to have become aware of such circumstances. If you do not, Equifax shall not be liable for the claim.