

## **Terms of Use**

### **1. Restrictions on Use**

- 1.1 One Stop Data Limited (“OSD”) information (“Information”) accessed through the web site, or furnished through its distributors or other authorised resellers, is subject to these Terms of Use. The Information is licensed to you (“End User”) by OSD for End User’s internal business use only. Such licence is a non-exclusive, non-transferable, limited licence for the Term (as defined in Clause 8.1 below), and it is subject to the restrictions set forth herein. OSD retains all ownership rights (including copyrights, database rights under the Database Regulations 1997 and other intellectual property rights) in the Information in any form and End User obtains only such rights as are explicitly granted in these Terms of Use.
- 1.2 End User shall not request or make available Information for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of End User. End User shall not make Information available to others in any form, unless required by law where End User has notified OSD or unless End User first obtains OSD’s written consent.
- 1.3 End User shall not use Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party, use Information to generate any statistical or other information that is or will be provided to third parties, use or permit the use of Information to prepare any comparison to other information databases that will be provided to third parties, or produce Information in judicial or administrative proceedings, including discovery proceedings, without OSD’s prior written consent, unless required by law and where End User has notified OSD of such legal requirement.
- 1.4 End User may use Information only in connection with the particular transaction for which such Information was originally requested. End User shall not re-license, resell or further distribute Information.

### **2. Copying**

End User shall not copy, download, batch harvest, upload or in any other way reproduce or aggregate Information unless End User obtains OSD’s prior written consent; provided that End User may create for internal use offline printouts of materials received in electronic form. After the Term, End User may retain a reasonable number of copies of Information for archival purposes only, but not for continuing use.

### **3. Compliance with the Law**

- 3.1 End User will not use Information as a factor in establishing an individual’s eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, End User will not use Information to engage in any unfair or deceptive practices and will use the Information only in compliance with applicable laws or regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection and privacy.
- 3.2 End User acknowledges that it shall comply with its obligations under the Data Protection Act 1998 and the Consumer Credit Act 1974 in relation to this Agreement.

- 3.3 In relation to personal data contained in the Information, End User undertakes to comply with the following obligations: (i) to use such personal data only for internal business use in connection with the particular transaction for which the Information was originally requested; (ii) End User will include a clear and prominent notice in its terms and conditions with its clients explaining that: (a) End User may consult credit reference agencies in order to assess the creditworthiness of the client; (iii) to ensure that such personal data is only used by appropriate authorised and trained personnel; (iv) to take and maintain appropriate technical and organisational security measures and procedures to safeguard such personal data from accidental loss or unauthorised disclosure; and (v) subject to the requirements of the Data Protection Act 1998, to keep such personal data strictly confidential.

#### **4. Limitation of Liability**

- 4.1 END USER AGREES THAT IN NO EVENT SHALL OSD (OR ITS AFFILIATES) BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR CHARACTER (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF THIS AGREEMENT OR THE DELIVERY OR USE, OF OSD INFORMATION, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGES ARISING OUT OF ANY CREDIT DECISIONS MADE, ANY LOST PROFITS, AND ANY LOSS OR DAMAGE ARISING OUT OF THE CONDUCT OF THIRD PARTIES.
- 4.2 IN NO EVENT SHALL OSD'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OSD RECEIVED FOR THE PARTICULAR INFORMATION PROVIDED TO END USER THAT IS THE SUBJECT OF THE CLAIM.

#### **5. Disclaimer of Warranties**

- 5.1 Though OSD uses extensive procedures to keep its database current and to maintain accurate data, End User acknowledges that the Information will contain a degree of error and that End User is responsible for determining whether such Information is sufficiently accurate for End User's use.
- 5.2 ALL INFORMATION IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. OSD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. OSD WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF, IN WHOLE OR IN PART, OSD'S CONDUCT IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING OR DELIVERING INFORMATION.

#### **6. Intellectual Property**

End User acknowledges and agrees that the Information is proprietary to OSD and comprises: (a) works of original authorship, including compiled information containing OSD's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by OSD at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm OSD. End User agrees that it will not commit or permit any act or omission by its agents, employees, or any third party that would impair OSD's copyright, database rights or other proprietary and intellectual rights in the Information. End User will not use any OSD trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without the prior written approval of OSD. End User shall reproduce OSD's copyright notice and proprietary rights legend on all authorised copies of such Information.

## 7. Indemnification

End User agrees to indemnify, defend and hold harmless OSD from any claim or cause of action against OSD arising out of or relating to use of the Information by: (i) individuals or entities which have not been authorised by this Agreement to have access to and/or use the Information; and (ii) End User, except where such use by End User is in accordance with these Terms of Use.

## 8. Miscellaneous

- 8.1 Notwithstanding any provision of these Terms of Use, OSD's liability to End User for death or injury resulting from its own or that of its employees', agents' or subcontractors' negligence, or for fraudulent misrepresentations, shall not be limited.
- 8.2 The term of End User's licence for any particular Information (or element thereof) is as specified in the order confirmation by OSD. During this term, the Information (or element thereof) may only be used by the specified End User.
- 8.3 OSD may terminate such licence in the event of End User's breach of these Terms of Use or any other agreement with OSD, immediately upon written notice to End User. This Agreement is governed by and construed in accordance with the laws of England and both parties irrevocably submit to the exclusive jurisdiction of the English Courts. Any claims by End User must be brought within one (1) year of the first occurrence giving rise to such claim, or it shall be forever barred.
- 8.4 A violation of these Terms of Use may result in a denial of access to the Information.
- 8.5 Payment for the information shall be received by OSD within 30 days of invoice date and any dispute shall be raised by End User within this period. A finance charge equivalent to Bank Of England base rate (on the previous 30 June or 31 December) + 8% will be charged for all overdue amounts from the date they become due.
- 8.6 Third parties that provide information to OSD for use in providing the Information are intended third party beneficiaries of Clauses 4 and 5. Notwithstanding the foregoing, these Terms of Use may be amended or terminated without the consent of any such third party beneficiaries.
- 8.7 End User agrees that this Agreement is entered into between End User and, an authorised distributor of the Information ("Distributor"), for the benefit of the parties and that OSD is a third party beneficiary hereof. End User agrees that OSD may, in its own name or in Distributor's name, enforce this Agreement against End User; provided, however, that End User agrees that it may look only to Distributor and not to OSD for performance by Distributor of its obligations to End User.
- 8.8 Upon expiry or termination of the Term with respect to the Information, End User shall immediately delete, destroy or return all originals and copies of any Information, unless End User is otherwise instructed by OSD or Distributor; and upon request, provide OSD with certification thereof. This provision shall not apply to the archival copies of the Information as permitted in Clause 2 above.
- 8.9 Unauthorised use of the information (beyond agreed terms) will be charged at £1,000 plus the standard re-use fees of £750 per thousand records supplied. This will be payable within 30 days.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: By signing these terms and conditions, you are accepting the above terms in full and have the appropriate authority to do so.*