



Terms And Conditions Of Use

INTRODUCTION

- A. Bonafidee shall provide the Services to the Client upon these Terms and Conditions.
- B. These Terms & Conditions will form the basis upon which the Services are at any time hereafter provided by Bonafidee to the Client.
- C. By in any way installing activating copying or otherwise using or attempting to use the Service or any part thereof, the Client shall be deemed to agree to be bound by these Terms and Conditions.
- D. If the Client does not agree to be bound by these Terms and Conditions the Client shall not be permitted to install activate copy or in any way use the Service or any part of it.

1. DEFINITIONS & INTERPRETATION

1. In this Agreement the following words and expressions shall have the following meanings:

Account

The account to be set up and maintained by the Client through the Website for the purpose of managing its use of the Services.

Account Code

A unique code which is used to identify and manage a Client's account.

Account Section

The Client's account section made available to the Client by Bonafidee on the Website.

Applicable Regulations

Means the Consumer Credit Act 1974 and 2006, the Data Protection Act 1998, the Representation of the Peoples (England and Wales) Regulations 2001, rules made by the Steering Committee on Reciprocity, the Guide to credit Scoring 2000, and any other applicable law, regulation or code.

Application Information

Information obtained by the Client from potential purchasers of products or services from the Client and supplied to Bonafidee from time to time in order for Bonafidee to perform the Services.

Bonafidee

Bonafidee Limited is registered in England and Wales Number 6741486, whose registered office is at Victoria House, Stanbridge Park, Staplefield Lane, Staplefield, Haywards Heath, West Sussex RH17 6AS.

Charges

The fees payable by the Client to Bonafidee for the Services which unless otherwise agreed in writing by the parties shall be Bonafidee's standard charges for the Services as set out on the Website.

Client

The person, firm or company which Bonafidee has accepted as the holder of an Account in respect of the identity check Services including its officers and employees and any other person whom the Client permits to use the Services under its Account.

Commencement Date

The date on which the Client sets up its Account to use the Services (unless otherwise agreed in writing by the parties).

Confidential Information

Means the trade secrets or confidential or proprietary information of Bonafidee's or the Client's business (as the case may be), but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of these Terms and Conditions or any other duty of confidentiality; (b) which, when it was first disclosed to the receiving party, was already known by the receiving party, and which the receiving party was at the time of disclosure free to disclose; or (c) which, after being disclosed to the receiving party, was disclosed to the receiving party again by a third party at liberty to disclose it without restriction.

Eligible Credit

Any credit purchased by the Client in the preceding 12 (twelve) month period, excluding any initial credit, promotional credit or other credit provided to the Client but not purchased by the Client.

Group

Any subsidiary of the Client or any holding company (whether ultimate or intermediate) of the Client or any subsidiary (whether direct or indirect) of any such holding company (whilst in each case they remain as such) as such expressions are defined in Section 736 of the Companies Act 1985 (as amended or re-enacted).

Intellectual Property Rights

All patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Password

The password selected by the Client to verify the Client's identity prior to being given access to the Website.

Personal Data

Has the meaning given to it in the Data Protection Act 1998.

Price List

The list of charges and payment methods for the Service, details of which are available on the Website.

Privacy Policy

Bonafidee's privacy policy, which is available from the Website, as such policy is updated from time to time by Bonafidee.

Reference Database

A database held by a third party and used to support the provision of the Service.

Results

The information provided by Bonafidee to the Client as part of the Services.

Service

A service which has the objective of allowing the processing of Web Service Queries which result in one or more data responses being made available to the Client pursuant to this Agreement.

Software

The Software and data (including without limitation the relevant Reference Databases) either made available from the Website, or made available through a hosted environment where permitted by Bonafidee, which enable the Client to access or use the Service, including any updates to this which are made available to the Client from time to time by Bonafidee.

Third Party Contracts

Any contracts entered into by Bonafidee in relation to the Software or Reference Databases under which Bonafidee acquires or is otherwise entitled to use the Software and Reference Databases for the purposes of providing the Services.

Web Service Query

The Client's successful request made to the Reference Database or to a chargeable Service offered by Bonafidee from its Website for identity verification purposes.

Website

The website located at secure.Bonafidee.com or a replacement website via which Bonafidee delivers its identity authentication Services.

- a. The headings contained in this Agreement are for convenience of reference only and shall not affect its interpretation.
- b. References to “person” include an individual, company, firm, partnership, government body, public body, charity, association, or other legal entity.
- c. References to the Client shall include the Client, its officers and employees and authorised agents.
- d. Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- e. The words and phrases “including” and “in particular” shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible. Furthermore (except where already stated) such words shall be deemed to be immediately followed by the words “without limitation”.
- f. References to any statute or statutory provision shall include:
 - i. Any subordinate legislation made under it, and
 - ii. Any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
 - iii. To the extent of any conflict or ambiguity between the provisions of these Terms and Conditions and any Third Party Contracts or Licences, the provisions of the Third Party Contracts shall prevail.

2. CONDITIONS OF USE

- a. Pursuant to these Terms and Conditions, Bonafidee shall make the Services available to the Client from the Commencement Date.
- b. The Client may only use the Services for its own business purposes, for the purposes of Anti-Money Laundering and identity verification in relation to its own customers, and in accordance with all Applicable Regulations.
- c. Product and company names included in the Services may be trademarks or registered trademarks and should not be reproduced without the owner’s permission.
- d. The provisions of the Electronic Commerce (EC Directive) Regulations 2002 do not apply to this agreement if the Client is using the Services in the ordinary course of its business.
- e. The Client will be responsible for ensuring that all Results produced from its use of the Services are sufficient for its purposes and Bonafidee makes no representation as to the sufficiency of the Results.
- f. The Client agrees to be bound by the Privacy Policy.

3. THE SERVICES

- a. The provision and use of the Services shall be subject to these Terms and Conditions.
- b. Bonafidee shall provide the Services through the Website and making use of the Software and Reference Databases for which Bonafidee has all relevant licences and authorities under the Third Party Contracts.
- c. Nothing in these Terms and Conditions shall grant to the Client any licence or other proprietary interest in the Services or in the Software or Reference Databases.
- d. Bonafidee reserves the right at any time due to circumstances beyond its reasonable control to vary the nature of the Services.

4. PAYMENT OF CHARGES

- a. The Client agrees to pay the Charges in connection with the Services as detailed on the Website and as shown in the Account Section.
- b. An Account needs to be in credit prior to any use of the Services.
- c. The Client can add credit to its Account by purchasing credit and applying it to its Account.
- d. As charges are incurred they will be deducted from the credit balance on the Client's Account.
- e. All credit is purchased through the Accounts Section of the Website using any of the payment methods available in the Accounts Section.

5. VARIATION OF CHARGES

- a. The Client acknowledges that Bonafidee may vary the charges applicable pursuant to this Agreement, from time to time, due to the ability of any of its licensors to vary the charges to Bonafidee under the Third Party Contracts.
- b. The Client agrees that once it is informed of any such increase in charges which is attributable to any change in the pricing applicable under the Third Party Contracts, it will be deemed to accept such changes in the charges if it does not reject such changes prior to the future date that the charges become effective (the "New Charges Date").
- c. If the Client rejects such varied charges prior to the New Charges Date, then Bonafidee may choose to exercise its termination rights pursuant to Clause 10 (Non-acceptance of Charges).

6. REFUNDS

- a. Only Eligible Credit is liable for refund, any additional credit will remain available to use for the provision of Services but will not be eligible for refund.
- b. Any request for a refund of Eligible Credit must be submitted by your company's Account administrator through the automated refund request system available within the Service.
- c. Any request for a refund of Eligible Credit will be subject to an administration fee of £25.00.

7. CREDIT RESTRICTIONS

1.
 - a. Credits purchased by a Client must be used within a period of 12 (twelve) months from the date of purchase, subsequent to this period any such credits will cease to be valid and will have no value (that is, such credits will not be considered Eligible Credit).
 - b. Credits that are not Eligible Credits (that is, credits that have not been purchased by the Client) may have restrictions around their validity or use. For example, promotional credit may have an expiry date by which such credit must be used or forfeited. Any conditions attaching to such credits shall be absolutely at the discretion of Bonafidee.
 - c. All details or requirements concerning such credits will be made available either by being printed on any material that accompanies such credit or on our Website.

8. EFFECT OF CANCELLATION

1. If this agreement is cancelled you may request a refund of Eligible Credit in accordance with Clause 6 (Refunds) (except in the circumstances set out in Clause 10 (Non-acceptance of Charges)).

9. TECHNICAL AND ACCOUNT CHANGES

1. Bonafidee (acting reasonably) reserves the right to vary the technical specifications of the Service at any time, or to change Account Codes or Passwords, giving the Client as much notice as is reasonably possible.

10. NON-ACCEPTANCE OF CHANGES

- a. If the Client does not accept any changes notified to it in accordance with Clause 5 (Variation of Charges) or Clause 9 (Technical and Account Changes) the Client may cancel its Account and cease using the Service.
- b. If the Client ceases to use the Services and its Account is in credit Bonafidee will refund to the Client the amount of any Eligible Credit (excluding any initial credit, promotional credit or other credit credited to the Client's Account and subject to an administrative fee of £25.00).
- c. Any request for a refund must be submitted by the Client's Account administrator through the automated refund request system available within the Service.

11. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- a. Title to any and all Intellectual Property Rights in all reports and information (including without limitation the Results) arising from the Services shall at all times remain vested in Bonafidee and the Client shall acquire no interest or proprietary rights whatsoever therein.
- b. The Client undertakes that it shall use the Services solely for the internal purposes of its own business and (save as is required by law) will:
 - i. Keep the Results strictly confidential;
 - ii. Not publish all or any part of the Results;
 - iii. Not divulge or disclose all or any part of the Results to any third party;
 - iv. Permit access to the Results only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with the provisions of Sub-clauses (i) to (iii) above; and
 - v. Not copy, distribute or commercially exploit the Results other than as expressly permitted by these Terms and Conditions.
- c. The Client further undertakes that it shall not use or permit the use of the Services and/or Results for the purpose of providing authentication, fraud prevention or any other information based services to any third party which expression shall not include any company which is a member of the Client's Group. The Client shall procure that any and all such members of the Client's Group shall comply with the terms of this Clause 11 of these Terms and Conditions.
- d. In relation to the Data Protection Acts of 1984 and 1998 each party agrees that:
 - i. to protect the rights of individuals and to ensure appropriate use of information, each party fully supports and complies with the laws of Data Protection.
 - ii. the information accessible via the Website and in relation to the Services is provided to the Client on the understanding that the Client is familiar and compliant with data protection law, and that the Client uses and processes data in an appropriate manner.

12. SECURITY

- a. The Client will comply fully with all rules and guidelines from time to time reasonably prescribed by Bonafidee in relation to the manner of the provision of the Services as Bonafidee may require for the purposes of ensuring the security of the Services and/or Bonafidee's information and systems generally.
- b. The Client acknowledges and agrees that control of and security of Account numbers and Passwords used to access the Services (collectively the "Client ID") are its sole responsibility and that Bonafidee shall have no liability whatsoever to the Client for any losses (whether direct, indirect or consequential) occasioned by use of the Client ID by unauthorised persons. From time to time Bonafidee may issue the Client with new Client ID.
- c. The Client further agrees that:
 - i. It will maintain appropriate technical and organisational security measures and procedures to prevent the accidental or unauthorised disclosure of the Client ID or the use of the Client ID by any unauthorised persons;
 - ii. It will inform Bonafidee immediately on becoming aware of any unauthorised use and/or disclosure of the Client ID, or if any equipment used by the Client to access the Services is stolen; and
 - iii. It remains liable for any and all Charges incurred in connection with the Client ID irrespective of whether such Charges are authorised by the Client.
- d. Bonafidee may invalidate or otherwise suspend use of the Client ID if:
 - . the Client is in breach of its obligations under these Terms and Conditions; or
 - i. Bonafidee is notified, or becomes aware, of any unauthorised or improper use of the Client ID by the Client or any third party, or of the fact that any equipment used to access the Services has been stolen.

13. PERFORMANCE AND LIABILITY

- a. Bonafidee shall use all reasonable skill and care in the provision of the Services.
- b. The Client agrees and acknowledges that the Results should not be used as the sole basis for a business decision of the Client and that it is the Client's responsibility to ensure the sufficiency of the Results for its business purposes.
- c. The Client acknowledges that the Services will be based on information provided to Bonafidee by third parties the accuracy of which Bonafidee cannot control and that the Results are statistically based. Accordingly Bonafidee does not warrant the accuracy of the Results nor that the Results will provide a guarantee of the authenticity of the identity of any individual and Bonafidee shall in no circumstances be liable for any loss of whatsoever nature suffered by the Client as a result of its use of the Services or its reliance upon the availability of the Services including without limitation any loss suffered as a result of any claim by the subject of any Results.

- d. Nothing in these Terms and Conditions shall limit or exclude Bonafidee's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- e. Subject to clause 13.d above Bonafidee shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the provision of Services under these Terms and Conditions.
- f. The total liability of Bonafidee in respect of any cause of action arising out of or in connection with the Client's use of the Services (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will be limited to supplying the relevant Services again.
- g. Bonafidee excludes any liability for the non-availability of the Services or any illegal action of a third party such as hacking or the introduction of any virus or contaminant or denial of service attack arising from circumstances beyond its reasonable control.
- h. Except as expressly provided in these Terms and Conditions, no representation, warranty, condition, undertaking, term or otherwise is given and all such representations, warranties, conditions, undertakings and terms are insofar as statute allows hereby excluded.
- i. The Client will indemnify and keep fully indemnified Bonafidee its officers, employees or other agents against any third party claim or action made or instituted and against any of them in respect of any losses, damages cost or other expenses in connection therewith (including without limitation any payment by Bonafidee on legal advice to settle any such claim or action) which is either due to the Client (by act or omission) rendering the Results inaccurate or incomplete or arises otherwise in connection with the Services but (in connection only to the Client's use of the Services) save to the extent that Bonafidee is in default.
- j. Notwithstanding Sub-clause (d) above, Bonafidee will indemnify the Client against any liability (including reasonable costs) that the Client may incur in respect of its use of the Services (in accordance with this Agreement) that infringes any Intellectual Property Right of a third party in the United Kingdom provided that the Client:
 - i. Promptly notifies Bonafidee of such claim;
 - ii. Give Bonafidee the sole conduct of the defence and settlement of such claim and at no time admit liability without Bonafidee's prior written consent (which will not be unreasonably withheld); and
 - iii. Act in accordance with Bonafidee's reasonable instructions and give Bonafidee any assistance that it may reasonably require to defend or settle the claim.
- k. If the Client's use of the Services in accordance with these Terms infringes any Intellectual Property Right of a third party in the United Kingdom, Bonafidee may procure a right for the Client to continue to use the Services or modify or replace the Services so as to avoid the infringement provided that the performance of Services, as modified or replaced, is not materially adversely affected. If, having used its reasonable endeavours, this has not been achieved, Bonafidee may terminate the Client's use of the Services immediately and, except as set out in Sub-clause (g) above, Bonafidee will have no liability to the Client.

- I. I. Neither party may disclose any Confidential Information relating to the other except:
 - . When required to do so by law or any regulatory authority; and
 - i. to its officers employees or other authorised agents or to a member of its Group provided such disclosure is solely in relation to the provision or use of the Services.
- m. This clause 13 shall survive termination of these Terms and Conditions.

14. APPLICATION INFORMATION

1. The Client hereby grants Bonafidee a royalty-free, non-transferrable, perpetual licence to use the Application Information for the purposes of enhancing the Reference Databases used to provide the Services and any other databases of Bonafidee, and in order to provide services similar to the Services and other risk and fraud prevention services to third parties. The Client warrants to Bonafidee that it is entitled to make the Application Information available to Bonafidee for the purposes set out in this Clause 14.

15. CO-OPERATION AND ASSISTANCE

1. The Client shall at its own cost co-operate with Bonafidee to such extent and provide to Bonafidee such information and assistance as Bonafidee shall reasonably require to enable Bonafidee to perform its obligations in relation to the Services.

16. TERMINATION

- a. Either party may terminate the Client's entitlement to use the Services pursuant to these Terms and Conditions by giving the other party not less than 7 days prior written notice.
- b. Bonafidee may suspend or terminate the Services and/or the Client's Account at any time, without prior notice, if:
 - i. it reasonably believes that the Services are being used in breach of these Terms and Conditions.
 - ii. the Client is adjudicated bankrupt;
 - iii. the Client convenes a meeting of creditors or a proposal is made in relation to the Client for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors;
 - iv. the Client is unable to pay its debts within the meaning of Section 123 of the Insolvency act 1986;
 - v. a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the Client's assets; or
 - vi. a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Client or for the making of an administration order in relation to it (otherwise than for the purpose of an amalgamation or reconstruction).

- c. Termination of the Client's entitlement to use the Services pursuant to these Terms and Conditions ("Termination") shall be without prejudice to any rights of either party which may have accrued prior to Termination or to any provision of these Terms and Conditions which shall survive Termination.
- d. Upon Termination for whatever reason Bonafidee shall be entitled immediately to invalidate the Client ID and the Client shall immediately deliver up to Bonafidee any documents or information provided in connection with the Services.

17. STATUTORY COMPLIANCE

- a. Each of the parties hereto undertakes to the other that in respect of the provision and use of the Services (as appropriate) it will at all times comply fully with all relevant statutory enactments (including without limitation the Applicable Regulations) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction.
- b. Without prejudice to the generality of Statutory Compliance Sub-clause (a) above, the Client further undertakes to Bonafidee that it holds all necessary registrations and licences for the use of the Services and that on each occasion that the Client wishes to use the Services it shall obtain a consent from the relevant individual and confirm with that individual the following points:
 - i. a search will be undertaken to verify their identity;
 - ii. details supplied will be checked against a Reference Database to which Bonafidee has access – this includes the Electoral Register and Fraud Prevention Agencies;
 - iii. a record of the search will be kept;
 - iv. information may be passed to financial and other organisations involved in Fraud Prevention; and
 - v. if the relevant individual should provide false or inaccurate information, this will be recorded and shared with other organisations.
- c. If any such consent is not obtained by the Client, the Client undertakes to Bonafidee that it shall not attempt to use the Services in respect of the relevant individual and shall indemnify Bonafidee against any loss it might suffer as a result of use of the Services by the Client in relation to the relevant individual in breach of these Terms & Conditions.
- d. If the Client uses the Services in relation to a consumer credit application or agreement, it must notify the person in writing that information he or she gives to the Client:
 - . may be disclosed to a credit reference, or fraud prevention agency, which may keep a record of that information;
 - i. may be disclosed by Bonafidee, and the fact that a credit search was made may be disclosed by Bonafidee to its other customers for the purposes of assessing the risk of giving credit, for account management (excluding any marketing of new or existing customers), to trace debtors and for the prevention of fraud and money laundering; and
 - ii. that a copy of such notice will, if required, be provided to Bonafidee.

- e. The parties shall both, to the extent necessary in relation to the provision and use of the Services contemplated by these Terms and Conditions, comply at all times with all Applicable Regulations and, in particular but without limitation, will ensure that:
 - . any use by the Client of data from the full electoral roll is for a purpose permitted under regulation 114 of the Representation of the People (England and Wales) Regulations 2001; and
- i. the Client processes Personal Data in accordance with the Third Party Data Business Requirements Specification (a copy of which we will supply to you on request).
- f. Any Personal Data supplied as part of the Services must be destroyed when it is no longer necessary for the Client to retain it.
- g. The Client will allow Bonafidee, on reasonable notice and within normal business hours and not more than once in each quarter to audit the Client's compliance with the provisions of this Clause 17. The Client will promptly provide Bonafidee with any information it may reasonably request to audit the Client's compliance with its obligations under this Clause 17.

18. WARRANTIES

- 1. The Client warrants that:
 - a. the information provided by it in registering for use of the Services is in all respects accurate and up to date and that the Client will immediately notify Bonafidee of any changes as soon as they occur;
 - b. only authorised employees or agents will be given Client ID and access Passwords to the Services; and
 - c. it is acting for the purposes of a business and not as a consumer.

19. FORCE MAJEURE

- 1. Neither Party shall be under any liability to the other in respect of any failure to perform or delay in performing any of its obligations hereunder which is due to any cause or failure beyond its reasonable control.

20. ASSIGNMENT

- 1. The rights granted to the parties hereto are personal to them and neither party shall assign or grant any rights under these Terms and Conditions.

21. WAIVER

1. No failure by either Party to exercise any right or remedy available to it hereunder or any delay to exercise such right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

22. ENTIRE AGREEMENT

1. These Terms and Conditions constitute the whole of the terms agreed between the parties hereto in respect of the subject matter hereof (save to the extent that either party has relied upon a fraudulent misrepresentation of the other which has induced such party to agree to these Terms and Conditions) and supersede all previous negotiations, understandings or representations. Other than as provided in clause 3 (The Services) above, these Terms and Conditions shall be capable of being varied only by an instrument in writing signed by a duly authorised officer of Bonafidee. Notwithstanding the provisions of clause 16 (Termination), the Client's continued use of the Service shall be deemed to be acceptance of any such variation in these Terms and Conditions. References in this document to these "Terms and Conditions" shall be to these Terms and Conditions as amended or varied from time to time.

23. SEVERANCE

- a. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. LAW

- a. These Terms and Conditions shall be governed by the laws of England to the exclusive jurisdiction of whose Courts the parties hereby submit.
- b. Notwithstanding clause 24.a above Bonafidee reserves the right to bring a claim against the Client in its jurisdiction.

25. NOTICES

1. Any notice to be given hereunder may be given in writing by recorded delivery post or email to the address as set out (in the case of the Client) in its application to receive Services pursuant to these Terms and Conditions or (in the case of Bonafidee) on the Website (the address of the principal place of business being the address for service if different from the registered office address) and shall be deemed received (if posted to the correct address) two working days after being posted or (if sent by email to the correct email address) when a receipt notification is received.

26. THIRD PARTY RIGHTS

1. A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it.