

TERMS OF MEMBERSHIP FOR THE IMT TECHNOLOGIES MEMBERSHIP PROGRAMME ("AGREEMENT")

THIS DOCUMENT SETS OUT BOTH THE TERMS AND CONDITIONS UNDER WHICH WE SUPPLY SERVICES TO MEMBERS OF THE MEMBERSHIP PROGRAMME AND THE TERMS OF THE END USER AGREEMENT OF CALLCREDIT CONSUMER LIMITED.

ANY ENROLMENT TO THE MEMBERSHIP PROGRAMME IS ON THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN YOUR USE OF THE WEBSITE, THE PROGRAMME AND YOUR RELATIONSHIP WITH US. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR RIGHTS AND LIABILITIES UNDER THE LAW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE TO REGISTER FOR THE PROGRAMME OR USE THE WEBSITE.

IF YOU HAVE ANY QUESTIONS, CALL OUR MEMBERSHIP PROGRAMME REPRESENTATIVES ON 0808-189-0346 (CALLS ARE USUALLY FREE FROM LANDLINES AND MOBILES TO THIS NUMBER, BUT PLEASE ALWAYS CHECK WITH YOUR NETWORK PROVIDER) OR WRITE TO CREDIT REPORTS MATTER, c/o IMT TECHNOLOGIES LIMITED, BUILDING 1, CHALFONT PARK, GERRARDS CROSS, BUCKINGHAMSHIRE, ENGLAND, SL9 0BG, UNITED KINGDOM.

WHEN WE SAY "WE", "OUR" OR "US" IN THESE TERMS AND CONDITIONS, WE MEAN THE PROVIDER OF THE MEMBERSHIP PROGRAMME AS DETAILED BELOW.

1. WHO YOU ARE AND GENERAL NOTICES TO YOU

1.1 You are a potential/actual member of the membership programme (called the "**Programme**") as described in this document. Before you can access your free trial of the Programme you must first enrol in the Programme (called "**Membership**"). This involves providing accurate and complete information including your name, email address and postal address, and the payment information for membership fees should you continue your Membership beyond the free trial period. Once you click on the "I Agree: Submit" (or similar) button, or you provide us with verbal consent you become enrolled as a member of the Programme (called a "**Member**"). Your free trial of the Programme will commence instantly and you can login and access your member benefits on the Programme Website. To access some of the Benefits you may be required to provide additional information, you will be advised of this at the time.

1.2 Although some of the Programme benefits are accessible to under 18's, access to credit reports are only available to over 18's as such a Member must be an individual who is an adult (i.e. aged 18 and over) and has postal code in the United Kingdom.

1.3 A person who does not qualify as described in paragraph 1.2 is prohibited from becoming or being a Member. Any person who becomes a Member (or purports to do so), makes a statement, upon which we are entitled to rely, that that person is aged 18 years or older.

1.4 A person may not become a Member unless they are based in the United Kingdom (and in some cases this will exclude the Isle of Mann and Channel Islands), as this is the area we service. A Member must have a postal address in the United Kingdom. Any person becoming a Member makes a statement, upon which we are entitled to rely, that, that person is, and will continue to be, based in the United Kingdom and that that person will supply a full postal address in the United Kingdom including a valid post code.

1.5 All general notices from us to Members will be displayed on the Programme website (<https://www.creditreportsmatter.co.uk/>) ("**Programme Website**") from time to time or sent by email or letter.

1.6 For information on our privacy practices please see our Privacy Policy. We take privacy very seriously and aim to comply with all relevant provisions of UK data protection legislation. All personal information provided through this website or by email, such as Membership enrolment information or information necessary to complete the purchase of a product/benefit, will be handled in accordance with the Privacy Policy.

2. OFFER DETAILS

2.1 You accept the offer details which are as follows:

2.1.1 when you sign up to the Programme as a new Member you will automatically receive a 10-day free trial ("**Trial Period**");

2.1.2 after the Trial Period, membership is charged monthly at the agreed upon rate as disclosed on the enrolment website or in the sales call (the "**Membership Fee**") and by joining this Programme you agree that you will be liable to pay the Membership Fee;

2.1.3 to ensure continuous service at the end of the trial period your **Membership Fee will be automatically charged** on or about the same date each month to the card details which you have specifically provided for this purpose when you signed up to be a member, and by joining this Programme you agree to give us permission to do so, unless you terminate your membership in accordance with paragraph 7 below.

3. MEMBER BENEFITS

Discounts and other benefits

3.1 A Member is entitled to access discounts and/or other benefits ("Benefits") on certain products and services offered by vendors/providers participating in the Programme. Benefits are set out on the Programme Website, although some Benefits may not be available in all areas. Please see below for limitations.

3.2 Any products or services purchased (taking into account Benefits or otherwise) must be purchased directly from the product or service vendors/providers. We do not supply, offer or charge for products or services (other than Membership which is a service which provides access to information, discounts, offers and promotions on those third party products and services.)

Credit Reporting Service

3.3 A Member is entitled to access the credit reporting services supplied by Callcredit Consumer Limited (whose registered office is at One Park Lane, Leeds, West Yorkshire, LS3 1EP, registered number 07891157, authorised and regulated by the Financial Conduct Authority reference number: 737743) (the "**Credit Reporting Service Provider**") and the details of that credit reporting service are set out on the Programme Website or in the Credit Reporting Service Provider's own end user agreement (the "**Credit Reporting Service**"), provided that:

3.3.1 the Member accepts the Credit Reporting Service Provider's own end user agreement (which is set out in full at the end of these terms and conditions) before first use of the Credit Reporting Service and that end user agreement forms a contract between the Member and the Credit Reporting Service Provider;

3.3.2 the Credit Reporting Service Provider is able to properly validate the identity and address details of the Member, and such validation is at the absolute sole discretion of the Credit Reporting Service Provider;

3.3.3 the Credit Reporting Service Provider accepts the Member as a person eligible to receive the Credit Reporting Service, which is at the absolute sole discretion of the Credit Reporting Service Provider;

3.3.4 the Member complies at all times with the Credit Reporting Service Provider's own end user agreement. Breach of the Credit Reporting Service Provider's own end user agreement may terminate entitlement to receive the Credit Reporting Service.

3.4 Members should note that the terms of the Credit Reporting Service Provider's own end user agreement permit the Credit Reporting Service Provider to suspend or terminate the Credit Reporting Service under the circumstances listed in the Credit Reporting Service Provider's own end user agreement.

4. ACCEPTANCE AND TERM OF MEMBERSHIP

4.1 You (or a Member) indicate acceptance of this Agreement and agree to pay any relevant charges by clicking the "I Agree: Submit" (or similar) button on the Programme enrolment page or by providing your verbal consent in any sales call. Once this button is clicked (or verbal consent is given) there is a legally binding contract between the Member and us which consists of this Agreement, the Terms of Use and the Privacy Policy.

4.2 Membership starts from the day you register.

4.3 Membership lasts until your Membership terminates as detailed in paragraph 7.

5. MEMBERSHIP RULES

5.1 Membership is personal to the person accepting these terms.

5.2 Membership is non-transferable.

5.3 Membership cannot be used by persons other than the Member.

5.4 You shall ensure that no other persons have access to your Member details.

5.5 Other persons in the same household shall not access the Programme, the Benefits or the Credit Reporting Service using the identity of the Member and the Member shall be responsible to ensure this is upheld.

5.6 Benefits, access to, and information from the Credit Reporting Service are not for resale.

5.7 A Member must promptly notify us on becoming aware of any unauthorised use of the Membership or if the password needed to access their Membership is lost or stolen.

5.8 If a Member is offered the opportunity to claim a gift in connection with enrolment in the Programme, this is limited to one gift per Member and, depending upon the offer agreed to, a Member claiming this gift may be required to be an active Member of the Programme at the time the gift claim is processed.

6. MEMBERSHIP RENEWAL

6.1 Unless a Member notifies us that he/she wishes to terminate this Agreement (i.e. cancel his/her Membership) by following the instructions in paragraph 7, that Member's Membership will be renewed automatically each month ("**Renewal**") and that Member will be charged the Membership Fee, which will appear on that Member's monthly billing statement.

6.2 The description that will appear on your card statement against each payment each month will be described in your welcome email or letter.

7. TERMINATION OF MEMBERSHIP AND RIGHTS TO CANCEL

7.1 A Member may terminate this Agreement (i.e. cancel Membership) at any time by:

7.1.1. Calling us on 0808-189-0346; or

7.1.2 By notifying us in writing at: Credit Reports Matter, c/o IMT Technologies Limited, Building 1, Chalfont Park, Gerrards Cross, Buckinghamshire, England, SL9 0BG, United Kingdom, or

7.1.3 By emailing us at : contact@creditreportsmatter.co.uk.

7.2 We reserve the right to terminate this Agreement (i.e. cancel Membership) at any time and for any reason. If we do this, we will re-credit to the relevant Member's account any sum deducted by us from the Member's credit card/debit card in respect of any period of Membership for which the Member has paid but which the Member will not benefit from because we have terminated this Agreement (pro rata if necessary in respect of time and payment). We will do this as soon as possible but in any event within 30 days of termination. We will not be obliged to offer any additional compensation for disappointment suffered or otherwise.

7.3 Termination of this Agreement (and cancellation of Membership) will be effective within 1 week of the receipt by us of the Member's cancellation request or our notice to the Member.

7.4 Further, you have a right to cancel this Agreement, for any reason, within 14 days from the day after you entered into this Agreement with us ('the cooling off period'). To exercise the right to cancel under this paragraph, you must inform us of your decision to cancel this Agreement by a clear statement in writing (e.g. a letter sent by post or email), you may use the Model Cancellation Form set at the end of these terms and conditions to do this, but this is not obligatory. Please note that as you are agreeing to us supplying the Services to you before the end of the 14 days you may lose your right to obtain a full refund when you cancel under this paragraph.

7.5 On termination:

7.5.1 If the termination is within the Trial Period then no Membership Fees will have been payable or will be payable by the Member, and no Membership Fees will be re-credited to the Member's account;

7.5.2 If the termination is within the 14 days cooling off period then the member is entitled to cancel without charge, and will be entitled to a full or partial refund of any membership charges incurred in this 14-day period depending upon the services already provided to the Member at the date of cancellation.

7.5.3 If the termination is at any time after the Trial Period, then the Member will not owe any further Membership Fees other than those Membership Fees that are already due (and the Member will not be entitled to a refund of any past Membership Fees charged to the Member's account); and

7.5.4 entitlement to access, make use of or benefit from Membership (including the Credit Reporting Service) shall cease.

8. MEMBERSHIP FEES AND CONTINUOUS PAYMENT AUTHORITY

8.1 When signing up to be a Member, you provide us with a continuous payment authority ("**CPA**") so that we can collect repayments automatically from your bank account using the debit or credit card you nominate for this purpose.

8.2 A Member is entitled to a Trial Period of Membership, details of which are on the Programme Website and are shown or verbally communicated to you when you are presented with details of the Programme. A Member can cancel Membership at any time (in accordance with paragraph 7) during the Trial Period and will owe us nothing.

8.3 After the Trial Period, the monthly Membership Fee is payable in advance and will be automatically charged at the end of the Trial Period or on Renewal by use of CPA.

8.4 If the attempt for the Membership Fee at the end of the Trial Period or at Renewal is unsuccessful we shall use the CPA to make 15 further attempts in a period of 30 days beginning the day after the date that the Membership Fee for that month became due.

8.5 Throughout the period referred to in paragraph 8.4 your access to the Service may be suspended pending receipt of the Membership Fee.

8.6 Although you can contact your bank to cancel the CPA at any time, we advise that for the quickest resolution that you contact us to cancel the CPA by using the contact details found in paragraph 7.1 above. Please be aware that if you do cancel you will still owe any outstanding Membership Fees as agreed and your access to the Service will be terminated. Cancellation of this CPA will be effective from the date that we receive such notification.

8.7 We may increase the Membership Fee on 30 days' notice on the Programme Website and by notice by email or letter to the Member. If you do not agree with any such change, you may terminate this Agreement under paragraph 7.1 before any such change takes effect.

9. WARRANTIES, BENEFITS & DISCLAIMERS

9.1 We will at all times carry out our obligations under this Agreement with reasonable care and skill.

9.2 The Benefits and the Credit Reporting Service have been designed for Members in the United Kingdom only (and in certain cases within certain regions of the United Kingdom). Not all Benefits (or the Credit Reporting Service) will be available therefore to all Members.

9.3 We are constantly seeking new benefits for Members from providers. Accordingly, the Benefits and the particular services offered within the Credit Reporting Service may change and we do not and cannot represent or warrant that any particular Benefits or elements of the Credit Reporting Service will be available at any particular time. We reserve the right to eliminate, add, change and substitute Benefits and/or elements of the Credit Reporting Service from time to time without notice to any or all Members.

9.4 A Member agrees that we are not responsible or liable for any Benefits provided by providers or for the Credit Reporting Service provided by the Credit Reporting Service Provider and, if a Member has any claims relating:

9.4.1 to Benefits, the Member will make a claim against the relevant provider providing (or purporting to provide) the relevant Benefit; and

9.4.2 to the Credit Reporting Service, the Member will make a claim against the Credit Reporting Service Provider providing (or purporting to provide) the relevant Credit Reporting Service.

9.5 Please note that any special offer offered by a vendor/provider through whom you may have enrolled as a Member is the responsibility of that vendor/provider; not us.

9.6 Other than as expressly set out in this Agreement, we make and give no conditions, warranties or other terms, express or implied (including the conditions or warranties as to satisfactory quality or fitness for purpose) with respect to any Benefits, to the Credit Reporting Service or in respect of any information provided to a Member.

9.7 We assume no responsibility for the payment of or contribution to any use or sales tax (e.g. VAT) on the Benefits or the Credit Reporting Service which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain the responsibility of the provider of the Benefits or the Credit Reporting Service, as the case may be.

10. LIABILITY

10.1 This paragraph 10 prevails over all other paragraphs and sets forth our entire Liability (as defined below), and your sole and exclusive remedies in respect of: a) the performance, non-performance, purported performance or delay in performance of the contract between us and the Member; or b) otherwise in relation to the contract between us and the Member or the entering into or performance of the contract between us and the Member; or c) a Member's use of or participation in the Programme or any Benefits or the Credit Reporting Service.

10.2 We do not exclude or limit our Liability for things we are not allowed to by law i.e. (i) fraud or fraudulent misrepresentation; (ii) death or personal injury; (iii) any breach of obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; or (iv) any other Liability which cannot be excluded or limited by applicable law.

10.3 Except for the matters in paragraph 10.2, neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories: (a) loss of income or revenue; (b) loss of actual or anticipated profit; (c) loss of business; (d) loss of anticipated savings; or (e) loss of data. However, this clause 10.3 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

10.5 Save as provided in paragraph 10.2, our total Liability to you or any third party shall in no circumstances exceed, in aggregate, the lesser of (a) a sum equal to 12 months of Membership Fees stated on the enrolment website, or (b) Membership Fees actually paid by the Member to us in the 12-month period prior to any particular cause of action arising.

10.6 The limitation of Liability under paragraph 10.5 has effect in relation both to any Liability expressly provided in this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any provision of this Agreement.

11. TRADE MARKS, BRANDS ETC.

11.1 We are the operator of the Programme and responsible for the production of the Programme Website. All trademarks, product or service names and company names or logos on the Programme Website and on hard copy Programme materials are the property of their respective owners. We do not give permission in respect of the use of any such trademarks, brand names, product or service names or titles or copyrights and any such use may constitute an infringement of the owners' rights.

12. EVENTS BEYOND OUR CONTROL

12.1 We shall have no liability to any Member for any failure of performance or any delay in performance that is caused by any event or circumstance beyond our control.

13. INVALID PROVISIONS

13.1 If any provision of this Agreement is unenforceable (including any provision in which we exclude or limit our liability) the enforceability of any other part will not be affected.

14. THIRD PARTY RIGHTS

14.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term but this does not affect any right or remedy of a third party that exists or is available other than under the Act.

15. ENTIRE AGREEMENT

15.1 This Agreement, together with our Privacy Policy and Terms of Use, set out the whole of our agreement relating to the Programme and Membership. Nothing said by any sales person on our behalf should be understood as a variation of this Agreement or as an authorised representation about the nature or quality of the Programme or Membership. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

15.2 We make no representations or warranties about the accuracy completeness or suitability for any purpose of the information and related graphics published on the Programme Website or in other Programme hard copy materials. From time to time the Programme Website or other hard copy Programme materials may contain technical inaccuracies or typographical errors. Our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

16. NO WAIVER

16.1 Any failure by us to enforce or to exercise at any time or for any period of time any term of, or any right under, this Agreement does not constitute, and shall not be construed as, a waiver of that term or right and shall in no way affect our right later to enforce or to exercise it.

17. WHO WE ARE AND HOW YOU CAN CONTACT US

17.1 We are IMT Technologies Limited, registered in England and Wales.

Our registered office is: Building 1, Chalfont Park, Gerrards Cross, Buckinghamshire, England, SL9 0BG, United Kingdom.

We are authorised and regulated by the Financial Conduct Authority Firm Reference Number: 730722.

Data Protection Register Entry Number: Z2791915.

Our telephone number is: 0808-189-0346, lines are open Monday - Friday 8:30am - 5pm excluding Bank Holidays in the United Kingdom. Calls to 080 numbers are usually free from most landlines and mobiles.

17.2 If you have any questions or wish to make a complaint you can do so by contacting us using the details above or emailing us at: contact@creditreportsmatter.co.uk. For more details about our complaints process click [here](#).

17.3 Except for notice of cancellation which must be by telephone or post, all notices from you to us must be by email response as set out in this Agreement or by post to our registered office address.

18. GOVERNING LAW

18.1 The Programme operates for the United Kingdom only. This Agreement shall therefore be deemed to be performed within the United Kingdom and therefore shall be governed by and interpreted in accordance with the laws of England and Wales. Also, the use of the Programme Website is governed by the laws of England and Wales. The Agreement (and any dispute, controversy, proceedings or claims of whatever nature in relation to it) shall be governed and interpreted in accordance with the laws of England and Wales. Members and we hereby submit to the exclusive jurisdiction of the English courts.

Model Cancellation Form

You may use the following format to cancel this Agreement with us, although you are not obliged to do so:

To:

Cancellations

Programme Name

Full Address

Post Code

Email:

Dear Sirs,

I hereby give notice that I want to cancel my contract for the supply of the following service ordered on (date)

-programme name

- Member ID :

- Full Name:

- Address (Including Post Code)

Signed:

Dated:

Last reviewed: **July 2018**.

This following section sets out the terms and conditions upon which Callcredit Consumer Limited provides the Credit Reporting Services to you, in order to access the credit report section of the Programme for the first time you must agree and accept these terms.

Terms and Conditions of the Credit Reporting Services

These terms and conditions relate only to the Callcredit Credit Reporting Services accessed via the www.creditreportsmatter.co.uk website by IMT Technologies Limited's customers. The Credit Reporting Services are described in paragraph 4.

Callcredit Consumer Limited will be providing the Callcredit Credit Reporting Services to you. Our company name is Callcredit Consumer Limited, our company number is 7891157 and our registered office is at One Park Lane, Leeds, West Yorkshire, LS3 1EP.

Callcredit Consumer Limited is authorised and regulated by the Financial Conduct Authority under number 737743. Authorisation can be checked on the Financial Services Register at www.fca.org.uk.

In these terms and conditions, "we", "us" and "our" refers to Callcredit Consumer Limited, and "you" and "your" refers to the user of the website operated by IMT Technologies Limited.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE AND SIGNING UP FOR THE CALLCREDIT CREDIT REPORTING SERVICES AS THEY CONTAIN LEGAL RIGHTS AND OBLIGATIONS

1. Our contract with you

1.1. These are the terms and conditions on which we supply the Callcredit Credit Reporting Services to you. These terms form a contractual relationship between us and you. IMT Technologies Limited is not a party to this contract.

1.2. The www.creditreportsmatter.co.uk website is operated by IMT Technologies Limited and the Credit Reports Matter programme is provided by IMT Technologies Limited (except for the Callcredit Credit Reporting Service). Your use of the www.creditreportsmatter.co.uk website and the provision of the Creditreports Matter programme (except for the Callcredit Credit Reporting Service) shall be on separate terms and conditions between you and IMT Technologies Limited. We are not party to such terms and conditions and we cannot be held responsible for the operation of such website or the content of such services.

2. Changes to these terms and conditions or the Credit Reporting Services

2.1. We may change these terms and conditions or the Callcredit Credit Reporting Services at any time. If we do this we will put the new terms and conditions or details of the changes to the Callcredit Credit Reporting Services on the the www.creditreportsmatter.co.uk website. The changes will take effect when they are posted on the www.creditreportsmatter.co.uk website.

2.2. If you don't want to continue to receive the Callcredit Credit Reporting services from IMT Technologies Limited, then you can cancel your registration/membership by letting them know in writing by e-mail to contact@creditreportsmatter.co.uk.

3. Registration

3.1. Before you can use any Callcredit Credit Reporting Services you must apply to register on the www.creditreportsmatter.co.uk website.

3.2. After we have received your application for any Callcredit Credit Reporting Services we will review it and let you know as soon as we can whether you have been accepted as a user of those Callcredit Credit Reporting Services. Please note that not everyone that applies for the Callcredit Credit Reporting Services will be accepted as a user.

3.3. We do not have to notify you why you have not been accepted but one reason for this may be that, at the time you make your application, we may have been unable to match your personal details to the correct credit report.

3.4. You may only register for and use the Callcredit Credit Reporting Services if you are:

3.4.1. over 18 years of age;

3.4.2. an IMT Technologies Limited's Credit Reports Matter customer;

3.4.3. resident in the United Kingdom.

By making the application to use the Callcredit Credit Reporting Services you confirm that you meet these requirements.

3.5. You may only use and access the Callcredit Credit Reporting Services on your own behalf and not on behalf of anyone else. You should be aware that you cannot order credit information about anyone else.

3.6. Once we have received your application for the Callcredit Credit Reporting services you will be sent an automated acknowledgement by IMT Technologies Limited. This is purely for acknowledgement purposes and is not an agreement from us to provide you with the Callcredit Credit Reporting Services or any other service.

4. Callcredit Credit Reporting Services

PLEASE READ THIS PARAGRAPH CAREFULLY AS IT EXPLAINS WHAT THE CALLCREDIT CREDIT REPORTING SERVICES ARE AND WHAT EXCLUSIONS APPLY

4.1. Once we accept your application for the Callcredit Credit Reporting services, we agree to provide the following services to you under these terms and conditions:

4.1.1. Credit Report

We will provide a credit report to you online. The credit report will be updated daily.

4.1.2.Credit Score

We will provide your most recent credit score to you. Your credit score is an indicator of how good your credit history and likelihood of getting credit is. This will be made available to you online and will be updated monthly.

4.1.3.Credit Rating

We will carry out an assessment of your credit rating based on the information that we hold about you. This rating will be available to you online and will be based on your history of borrowing and repayment.

4.1.4.Alerts

When you have successfully registered for the Credit Reporting Services we will notify you, via the email address that you supply when you register with IMT Technologies Limited, if there has been a significant and material change in your credit file that we hold. If there are any alerts on your file, we will send a daily email to the email address you specified when you registered for Callcredit Credit Reporting Service.

It is your responsibility to ensure the email address held for you by IMT Technologies Limited is up to date. The email will contain details of any alerts that have been triggered on your credit report in the previous day. If there have been no alerts triggered, then we will not send you an email.

The Alerts service is a notification only service. We are not responsible for any loss you suffer if we deliver an alert to you and you do not review that alert and notify us if you believe the information is incorrect.

You should not rely solely on the Alerts service to ensure that your credit report is up to date. It is your responsibility to regularly check your credit report to ensure that the information recorded in it is accurate and up to date.

General

4.2. Once you have applied for the Callcredit Credit Reporting Services and been accepted, you will be given immediate access to the relevant Callcredit Credit Reporting Services on the www.creditreportsmatter.co.uk website and you will start to receive those services immediately. You acknowledge and request that the Callcredit Credit Reporting Services will be provided before the expiry of the 14 day cancellation period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (but this does not affect your rights to cancellation and a refund under those regulations: please see paragraph 6.3 below).

4.3. Whilst we will try to make sure that the Callcredit Credit Reporting Services are available for use as much as possible we cannot guarantee its availability. You will appreciate that we need to suspend the Callcredit Credit Reporting Services from time to time for maintenance. We will try to do this at times when we are expecting low usage but cannot guarantee that this will be the case. No software provider can fully guarantee that its website and/or content is completely virus and bug free, but you should be aware that we are committed to trying to make the Callcredit Credit Reporting Services as virus and bug free as we can. You should therefore use virus checking software.

4.4. It is important to us that the information we supply to you is as accurate as possible and we use our reasonable efforts to verify its accuracy. We cannot guarantee that it is completely accurate, however. Also, as you will appreciate some of this information comes from other businesses, who get the information from other sources themselves such as the electoral roll, insurance companies or financial institutions. Neither we nor any other third parties used to provide the Callcredit Credit Reporting Services have any control over the content of such information and are not responsible if it turns out to be inaccurate.

4.5. For us to be able to provide the Callcredit Credit Reporting Services to you we need to obtain your credit report information held in Callcredit Limited's credit reference database. By applying for the Callcredit Credit Reporting Services you agree that we can use your credit report information in this way.

4.6. You will appreciate that whilst some of the Callcredit Credit Reporting services will provide information to you this is provided for your guidance and information only. Any businesses who carry out credit searches on you will take information from a number of sources and use their own criteria in making decisions based on it. You should not rely on the information we provide to you and we cannot be responsible or liable to you if you do rely on it or take any action based upon it.

5. Price of the Callcredit Credit Reporting Services

5.1. We will not charge you for providing the Callcredit Credit Reporting Services. However, please note that IMT Technologies Limited may charge you for the Credit Reports Matter programme under the terms and conditions for the Credit Reports Matter programme.

5.2. The Callcredit Credit Reporting Services are only available to you under these terms and conditions for such time as you are a IMT Technologies Limited, Credit Reports Matter customer.

6. Duration of Callcredit Credit Reporting Services and your right of cancellation

6.1. We will automatically continue to provide the Callcredit Credit Reporting services until they are cancelled in one of the ways set out below.

6.2. If you no longer wish to receive the Callcredit Credit Reporting Services you may tell IMT Technologies Limited to cancel them by sending a request to contact@creditreportsmatter.co.uk. If any request to cancel is sent to us, we will send this request to IMT Technologies Limited to administer this change within a reasonable time. If you tell us that cancellation is a matter of urgency (e.g. if you think that someone has got access to your password) we will do our best to cancel your registration immediately. You may use the model cancellation form of IMT Technologies Limited which is available [here](#) but it is not obligatory.

6.3. You have the right to cancel the Credit Reporting Services within 14 days beginning the day after the day that you register for the services of IMT Technologies Limited. Please see IMT Technologies Limited's own terms and conditions in relation to cancellation within this 14 days period. If you send us a request to cancel within the first 14 days we will send all such requests on to IMT Technologies Limited. If you are entitled to any refund, because you have cancelled within the 14 days period this will be the responsibility of IMT Technologies Limited.

6.4. We may cancel your receipt of any of the Callcredit Credit Reporting Services:

6.4.1. because of your misuse of the Credit Reporting Services. Misuse of the Credit Reporting Services means use of the Credit Reporting Services in a way which is not permitted by these terms and conditions or there is fraud; or

6.4.2. if we stop providing the Credit Reporting Services to IMT Technologies Limited. We regret that if we withdraw part or all of the Credit Reporting Services we cannot be responsible for any costs or losses you incur, but you may be entitled to a refund of fees you have paid for the remaining part of the year for any services for which you have paid from IMT Technologies Limited; or

6.4.3. if you do not access the Credit Reporting Services via your account on the www.creditreportsmatter.co.uk website for more than six months.

6.5. We may also cancel your receipt of any of the Callcredit Credit Reporting Services if (i) you have ceased to be a IMT Technologies Limited's Credit Reports Matter customer or (ii) our agreement with IMT Technologies Limited comes to an end.

6.6. Except as set out in paragraphs 6.3 and 6.4.2, you are not entitled to any refund of any amounts you have paid for any Callcredit Credit Reporting Services as a result of a cancellation of those services.

7. Security

7.1. Your right to access the the Callcredit Credit Reporting Services is personal to you. You must not allow any other person to have access to your account or the Callcredit Credit Reporting Services using your username and password. You must keep your username and password confidential.

7.2. We reserve the right to suspend your access to the Callcredit Credit Reporting Services if at any time we consider that there is or is likely to be a breach of security or your use of the Callcredit Credit Reporting Service is in any way detrimental to us or anyone else.

7.3. We reserve the right to require you to change any or all of the passwords used by you in connection with the Callcredit [Credit Reporting Services.

8. Copyright, trade marks and other intellectual property rights

8.1. You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in the Callcredit Credit Reporting Services and all aspects of them are owned by us or to those businesses who provide services to us as part of the Callcredit Credit Reporting Services.

8.2. You may take reasonable copies of the information or reports provided as part of the Callcredit Credit Reporting Services solely for your own personal use. You may not use it on a commercial basis or provide it to anyone else. You may not sell it on, republish it, redistribute it, copy (except as permitted above) or adapt it.

9. Our liability to you

PLEASE READ THIS PARAGRAPH CAREFULLY AS IT EXPLAINS WHAT LIABILITY WE HAVE TO YOU AND WHAT EXCLUSIONS APPLY

9.1. There are certain things which we agree we will not exclude or limit our liability to you for. These are:

- 9.1.1. liability for death or personal injury caused by negligence;
- 9.1.2. fraud or fraudulent misrepresentation; or
- 9.1.3. any other liability which we cannot limit or exclude under law.

9.2. Nothing in these terms and conditions affects any statutory rights you may have as a consumer.

9.3. Subject to paragraph 9.4 below, if we breach these terms and conditions or are negligent in providing the Callcredit Credit Reporting Services we will only be responsible for loss or damage that you suffer which is foreseeable; i.e. which is a likely result of our breach or negligence in providing the Callcredit Credit Reporting Services. If the loss or damage is not foreseeable we cannot be responsible for it.

9.4. We cannot be responsible to you for loss or damage or any other liability (whether it arises from breach of these terms and conditions or negligence) which is in excess of £100 for each incident.

10. Data protection, cookies and privacy policy

10.1. We will collect personal information in connection with your use of the Callcredit Credit Reporting Services. Our privacy policy has details of what information we collect, what we do with that information, and other related matters such as cookies. Our privacy policy forms part of these terms and conditions.

10.2. You agree that we can collect, use, transfer and disclose your personal information in accordance with our privacy policy, and you also agree to our use of cookies as described in our privacy policy. To view our privacy policy please click [here](#).

11. How to contact us

11.1. **General enquiries:** In the event that there is an unexpected result in your credit report or you feel that the information is not correct, you should contact us to raise a query by using the online process which can be accessed via your credit report. This will raise a dispute with the credit reference agency run by Callcredit Limited.

11.2. **Complaints:** If you have any questions or complaints in respect of the Callcredit Credit Reporting Services, please contact our Customer Services team by mail at consumer@callcreditgroup.com or by telephone on 0330 024 7574. You can find

our customer complaints policy at [here](#).

11.3. Complaint Resolution: We have a complaint-handling process, which includes alternative dispute resolution (a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court). If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Financial Ombudsman Services. Financial Ombudsman Services will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

12. Summary of your legal rights

12.1. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms and conditions will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

In relation to **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

13. Hyperlinks to other websites

13.1. To provide increased value to you, we may provide links to other websites or resources for you to access. You can choose whether or not to access these links. As you will appreciate, once you have left our website we are not responsible for the availability or content of these external websites or resources. We do not review or endorse the content of these websites. If you provide your personal details to these external websites then the use of these personal details will be governed by the privacy policy of that website and not our privacy policy.

14. Miscellaneous

14.1. We shall be under no liability for any delay or failure to deliver the Credit Reporting Services or otherwise perform any

obligation under these terms and conditions if the delay or failure is caused by circumstances beyond our reasonable control.

14.2. If any portion of these terms and conditions is held by any competent authority (such as a court) to be invalid or unenforceable (either wholly or in part) the validity or enforceability of the other portions of these terms and conditions shall not be affected.

14.3. These terms and conditions do not give any rights to anyone who is not a party to them.

14.4. These terms and conditions and your use of the Callcredit Credit Reporting Services shall be governed by the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes arising out of or in connection those matters.

14.5. You are entitled to request a paper copy of these terms and conditions from us. If you wish to receive a paper copy you should send an email making the request to consumer@callcreditgroup.com.