UK Scores Matter Terms of Use

Terms of Use Agreement

Welcome to www.scoresmatter.co.uk (the "Site") a website operated by ScoresMatter Limited (referred to as "ScoresMatter", "we", "us" and "our"). The term "you" refers to the users and viewers of our website. You agree to the terms and conditions outlined in this terms of use agreement ("Agreement") with respect to the Site. By using this Site, you are agreeing to comply with and be bound by the following terms of this Agreement. Please review the following terms carefully. If you do not agree to these terms, you have no right from ScoresMatter to obtain information from or otherwise use this Site. Failure to use this Site in accordance with the following terms of use may subject you to severe civil and criminal penalties.

This Agreement along with the Terms of Membership constitute the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content and computer programs provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to each use of the Site.

Information about us

ScoresMatter is registered in England and Wales and has a registered office at Building 1, Chalfont Park, Gerrards Cross, Buckinghamshire, England, SL9 0BG, United Kingdom. ScoresMatter operates an online membership programme (governed by the Terms of Membership) which provides you with the ability to access a number of profiling tools including allowing you direct access to your credit report provided by TransUnion International UK Limited, a loan affordability assessment tool (the data for which is complied from data provided by Account Score Limited and Consents Online Ltd) and an Dark Web Scan, the data for which is supplied by Acuris Risk Intelligence Limited.

Although ScoresMatter is authorised and regulated by the Financial Conduct Authority not all our activities fall within the remit of the Financial Conduct Authority. ScoresMatter holds permission for the purpose of the provision of credit information services (excluding credit repair). Our Firm Reference Number is 730722.

For the Account Information Services, ScoresMatter is an Agent of Consents Online Limited, which is registered and authorised by the Financial Conduct Authority, its Firm Reference Number is: 792642.

ScoresMatter is registered with the Information Commissioner's Office in compliance with the Data Protection Act 2018 and our Register Entry number is Z2791915.

Intellectual property

The content, organisation, graphics, text, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed under "Limited Right of Use" below, is strictly prohibited. ScoresMatter or other third parties own the intellectual property and other rights in any content, document or material viewed through the site and you do not acquire ownership rights to any such content, document or other materials viewed through the Site. The posting by ScoresMatter of information or materials on the Site does not constitute a waiver of any right in such information and materials.

Additionally, you agree that you will not (i) remove or alter any author, trademark or other proprietary notice or legend displayed on our Site (or printed pages produced from our Site); and (ii) make any other modifications to any documents obtained from our Site other than in connection with completing information required to transact business with ScoresMatter.

Copyright and Service Mark Information

Copyright © ScoresMatter Limited, 2011-2020, all rights reserved. “Scores Matter” and "Tap Into The Digital You." and associated logos are trademarks, service marks or registered trademarks of ScoresMatter, Inc and/or ScoresMatter Limited in the United Kingdom and other countries. All other trademarks are the property of their respective owners.

Limited Right of Use

For viewing, printing or the downloading of any content, video, audio, graphic, form or document from the Site. ScoresMatter grants you only a revocable, non-exclusive license for use solely by you for personal, non-commercial purposes limited to the use as is reasonably required to view and listen to the content and navigate through the pages and links generally available to the public using a standard Internet browser and standard media player, and not for republication, distribution, assignment, sub-license, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal, non-commercial use (but not for resale or redistribution).

Accessing our site

We reserve the right in our sole discretion to change, edit or delete any documents, information or other content appearing on the Site. Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents from the Site is not transferable, you must treat information as confidential and you must not disclose it to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions in this Agreement.

Our liability

The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute or at common law;
- (b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including:
    - (i) loss of income or revenue;
    - (ii) loss of business;
    - (iii) loss of profits or contracts;
    - (iv) loss of anticipated savings;
    - (v) loss of data;
    - (vi) loss of goodwill;
    - (vii) wasted management or office time,
    - (viii) any indirect or consequential loss or damage whatsoever or howsoever caused or arising, whether in contract, tort (including, without limitation, negligence) breach of statute or statutory duty or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Indemnification

You agree to indemnify, defend and hold ScoresMatter and their respective directors, officers, shareholders, employees, agents, attorneys, advertisers, and publishers (collectively, "Our Affiliated Parties") harmless from any liability, loss, claim, damages or expenses, including reasonable attorneys' fees, related to your use of the Site or violation of this Agreement. ScoresMatter reserves the right to assume or participate, at your expense, in the investigation, settlement and defence of any such action or claim.

Links to Other Websites

The Site may now, or hereafter from time to time, contain links to third-party websites. We do not control, investigate, monitor or check such websites, we are not responsible for the computer programs available from, content, privacy policies or opinions expressed on such websites, and we do not investigate, monitor or check such websites. We provide such third-party links only as a convenience to visitors of the Site, and the inclusion of a link does not imply approval or endorsement of the linked site by us. If you decide to leave the Site and access any third-party website, you do so at your own risk and you should refer to the terms and conditions of those websites including their privacy policy before you use their services or submit any personal data to them.

Site security

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

Information and Press Releases

The Site may contain interviews, discussions, press releases and other information (collectively, "Information") about us, our business and our services, including links to third-party websites that contain such Information, which are being provided as a convenience to visitors of the Site. While all Information prepared by ScoresMatter was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update any Information. Statements concerning companies other than ScoresMatter that are contained in any such Information should not be relied upon as being provided or endorsed by us. The opinions expressed in any Information, including by employees and agents of ScoresMatter, are solely those of the author(s) and do not necessarily reflect those of ScoresMatter. With respect to Information, contained in links to third-party websites, please refer to "Links to other websites" set out above.

Visitors' Communications

Except where expressly stated otherwise by us, all comments, feedback, information, or materials that you submit through or in association with the Site shall be considered non-confidential. By submitting such comments, feedback, information, or materials to us:

i. You represent and warrant that ScoresMatter's use of your submission does not and will not breach any agreement, violate any law, or infringe any third party's rights;

ii. You represent and warrant that you have all rights to enter into this Agreement;

iii. ScoresMatter is free to use in any manner all or part of the content of any such communications on an unrestricted basis without the obligation to notify, identify or compensate you or anyone else; and

iv. You grant ScoresMatter all necessary rights, including a waiver of all privacy and moral rights, to use all comments, feedback, information, or materials, in whole or in part, or as a derivative work, without any duty by ScoresMatter to anyone whatsoever.

We do not accept unsolicited ideas, works, or other materials, and you acknowledge that you are responsible for and bear all risk as to the use or distribution of any such ideas, works, or materials. ScoresMatter expressly prohibits the scraping of email addresses from any ScoresMatter website (including all areas of this Site - member and non-member) and expressly opts out of receiving commercial electronic mail messages to ScoresMatter domain email addresses that were obtained in violation of the foregoing or by use of automatic address-generation software.

Privacy

ScoresMatter's applies to the use of our Site and its terms are made a part of this Agreement by this reference. Any personal data we process about you will be processed in accordance with our Privacy Policy and by using our Site to transmit personal data you consent to such processing and you warrant that information provided by you is accurate. Additionally, by using our Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to our Site may be read or intercepted by others, notwithstanding ScoresMatter's efforts to protect such transmissions.

Age

The services and products that we provide on our Site are intended for those over 18 years of age only, and information contained on our Site does not amount to an invitation to clients who are under 18 to buy any services or products. All transactions for the supply of services concluded through our Site are governed by this Agreement and the Terms of Membership.

Miscellaneous

The Site can be accessed from different locations around the world and may contain references to ScoresMatter's services, and programmes that have not been announced where you are located. These references do not imply that ScoresMatter intends to announce such products, services or programs where you are located. This Agreement shall be treated as though it were executed and performed in England, and shall be governed by and construed in accordance with the laws of England and Wales (without regard to conflict of law principles).

All actions shall be subject to the limitations set forth under the "Our liability" clause set out above. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against you or us. Should any part of this Agreement be held invalid or unenforceable, that provision(s) shall be construed as consistent with applicable law and the remaining provisions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Last updated in **July 2020.**