ScoresMatter- Terms and Conditions of Membership

TERMS OF MEMBERSHIP FOR THE SCORESMATTER 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 TRANSUNION INTERNATIONAL UK 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, CONTACT US BY EMAIL ON CONTACT@SCORESMATTER.CO.UK OR WRITE TO SCORESMATTER, BUILDING 1, CHALFONT PARK, GERRARDS CROSS, BUKINGHAMSHIRE, 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 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. 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 Membership to 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 (such as the Dark Web Scan) are accessible to under 18’s, access to Credit Reporting Service 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 Man 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 communications from us will be sent via email to the email address that you provide to us or by SMS message. As such you agree that we can communicate with you by these methods. However, we reserve the right to send you communications via post if we are unable to contact you by any of the above methods (for example if your email address is incorrect or the SMS is returned undelivered).

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

1.7 For information on our privacy practices please see our Privacy Policy, which is set out in full on the Programme Website. 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.MEMBER BENEFITS

Discounts and other benefits

2.1 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.

2.2 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

2.3 A Member is entitled to access the credit reporting services supplied by TransUnion International UK Limited (referred to as 'TransUnion' throughout these terms and conditions), whose registered office is at One Park Lane, Leeds, West Yorkshire, LS3 1EP, registered number 3961870, TransUnion is authorised and regulated by the Financial Conduct Authority reference number: 737740 (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:

2.3.1 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;

2.3.2 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;

2.3.3 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;

2.3.4 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.

2.4 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.

Loan Affordability Tool

2.5 Our Loan Affordability tool allows you to assess your affordability based upon your disposable income. *Please note that each lender has its own criteria on lending and suitability and this tool is just an indication and does not guarantee that you will or will not be approved for credit.*

2.6 As part of this service we require that you connect your Payment Account (i.e. your bank account) to ScoresMatter for us to provide you with an analysis of your banking transactions. We do this by working with third parties and utilising the technologies and security that they provide.

2.7 The third party providers we work with provide the technology and manage the security of the connection (detailed below) to your Payment Account and solely transmit the Account Information from your bank account to us. At no time do we have access to nor do we store your credentials for accessing your Payment Account (i.e. we do not view, access or store any kind of login details, security codes etc... you have for your bank account).

2.8 As part of the activation process for this service you will be required to connect your Payment Account via Consents Online (which is a Registered Account Information Services Provider) and acts as our Third Party Provider ('TPP') and accept its Terms and Conditions and Privacy Policy.

2.9 Before you first connect your Payment Account you will be required to give your consent to our TPP so that it can then securely transfer you to your Payment Account Provider's (your bank's) open banking interface for you to connect your Payment Account. You will be directed to a page within your online account with us where you will be able to give your consent to our TPP, select the Payment Account Provider and Payment Account you want to connect to. We will list the Account Information that we are requesting access to (i.e. the types of information and transaction data from your bank account that we are requesting access to). When you confirm your consent, our TPP will access the Payment Account(s) and Account Information and store the Account Information before sharing it with us.

2.10 As per the laws that govern the provision of Account Information Services you will be required to provide consent every 90 days. Our TTP through Equifax Limited manages this consent and 'reconsent' process.

2.11 In this context Equifax Limited acts as our Technical Service Provider (i.e. it *works with regulated providers – Consents Online in this scenario, to deliver open banking products or services*).

2.12 We are not responsible for any problems that you might have with the functionality or suitability of your Payment Account Provider (e.g. your bank or credit card issuer). Our providers are responsible for retrieving and transmitting your Account Information safely and securely but not for the content of your Account Information itself, which is the responsibility of your Payment Account Provider (i.e. you bank or card provider). If you have any questions in relation to this, you should speak to your Payment Account Provider.

Other services

2.13 Members are entitled to access the Dark Web scan (data for which is provided by Acuris Risk Intelligence Limited) as part of their Membership. You may be required to accept any additional terms specific to these services.

2.14 Members can also access our credit broker service which allows a member to search for loans against a selection of lenders. Please note that in this context we act solely as a credit broker and not a lender.

3.PROMOTIONAL PERIOD

3.1 We may offer some of our new Members a Promotional Period, which may be a reduction on the full Membership Fee for a limited period, a limited free trial period or free access for a fixed price. You will be advised of the details of the Promotional Period at the time you sign up. Within this Promotional Period, you will have access to all the benefits of the services that we offer.

3.2 You will be required to provide your card details at the time of sign up, even when a Promotional Period is presented to you so that you can enjoy uninterrupted access to our services after the Promotional Period expires.

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 Your Membership will start from the earlier of the time that we provide you with your login details or send confirmation of your registration (by email, SMS or by post) and lasts until you terminate as detailed in paragraph 7 below.

4.3 Please note that as you will be able to access the services of the Membership immediately you are agreeing that we can start providing you services before the end of the 14-day cooling off period. This may affect your right to cancel and request a full refund within this 14-day period, see paragraph 7.4 below also.

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.

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. Contacting us by email at: contact@scoresmatter.co.uk; or

7.1.2 Notifying us in writing at: ScoresMatter Limited, Building 1, Chalfont Park, Gerrards Cross, Buckinghamshire, SL9 0BG, or

7.1.3 Cancelling online via their account; or

7.1.4 (Where available) cancelling via our online chat function.

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 any free trial Promotional 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 a free trial Promotional Period, or there is no free trial Promotional Period, then you will not owe any further Membership Fees other than those Membership Fees that are already due (**You will not be entitled to a refund of any past Membership Fees charged to your 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"**), also referred to as a 'recurring payment', 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 monthly Membership Fees is payable in advance and this will be automatically charged at the end of any Promotional Period, at the start of Membership and on renewal of Membership by use of CPA.

8.3 If the attempt for the Membership Fee is unsuccessful we shall use the CPA to make 15 further attempts in a period of 60 days beginning the day after the date that the Membership Fee for that month became due.

8.4 Throughout the period referred to in paragraph 8.3 your access to the Service may be suspended pending receipt of the Membership Fee.

8.5 The attempts set out in paragraph 8.3 will continue until payment for that month is received in full, or the limit of 15 further attempts has been reached.

8.6 We will not be responsible for any fees or charges charged to you by your bank if you do not have sufficient funds or credit in your account to cover when we collect the Membership Fee.

8.7 Although you can contact your bank to cancel the CPA at any time- this will not always result in a cancellation with us, we therefore 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 from your bank.

8.8 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 In our capacity as a credit broker, we only help connect you with a potential lender. We are not a lender ourselves. Any credit agreement will be between you and the lender, not us. Getting credit is not guaranteed and depends on the lender's checks on your identity and ability to repay. The lender, not us, will make the final decision on whether to give you a loan.

9.4 We regularly try to seek 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.

9.5 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:

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

9.5.2 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.

9.6 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.

9.7 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.

9.8 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.

10.4 Save as provided in paragraph 10.2, our total Liability to you or any third party shall in no circumstances exceed, in aggregate, the lessor 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.

10.5 The limitation of Liability under paragraph 10.4 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 ScoresMatter Limited, registered in England and Wales. Our registered office is: Building 1, Chalfont Park, Gerrards Cross, England, SL9 0BG, United Kingdom.

We are authorised and regulated by the Financial Conduct Authority for the activity of providing you access to your credit report and score and credit broking services. We are also registered as an Account Information Services Provider (AISP). Our Firm Reference number is: 730722 for the credit information services and credit broker activity and 994744 for the AISP. **ScoresMatter Limited is a credit broker and not a lender**.

We have notified the Information Commissioners Office of our data processing activities and our register entry number is: Z2791915.

An automated phone service is available on : 0203 769 5383, lines are open Monday - Friday 8:30am - 5.30pm excluding Bank Holidays in the United Kingdom. Calls to 0203 numbers are typically charged at the standard local rate.

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@scoresmatter.co.uk. For more details about our complaints process click here.

17.3 If you are not happy with how we have handled any complaint, you can submit a complaint to Financial Ombudsman Services. The contact details for the Financial Ombudsman Service are:

Post: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, 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

17.4 Except for notice of cancellation which may be made be by telephone, email 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:

This following section sets out the terms and conditions upon which TransUnion International UK 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 Credit Reporting Services accessed via the www.scoresmatter.co.uk website by ScoresMatter Limited's customers. The Credit Reporting Services are described in paragraph 4.

TransUnion International UK Limited will be providing the Credit Reporting Services to you. Our company number is 3961870 and our registered office is at One Park Lane, Leeds, West Yorkshire, LS3 1EP.

TransUnion International UK Limited is authorised and regulated by the Financial Conduct Authority under number 737740. Authorisation can be checked on the Financial Services Register at www.fca.org.uk.

In these terms and conditions, "TransUnion", "we", "us" and "our" refers to TransUnion International UK Limited, and "you" and "your" refers to the user of the website operated by ScoresMatter Limited.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE AND SIGNING UP FOR THE 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 Credit Reporting Services to you. These terms form a contractual relationship between us and you. ScoresMatter Limited is not a party to this contract.

1.2. The www.scoresmatter.co.uk website is operated by ScoresMatter Limited and the Scores Matter programme is provided by ScoresMatter Limited (except for the Credit Reporting Service). Your use of the www.scoresmatter.co.uk website and the provision of the Scores Matter programme (except for the Credit Reporting Service) shall be on separate terms and conditions between you and ScoresMatter 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 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 Credit Reporting Services on the the www.scoresmatter.co.uk website. The changes will take effect when they are posted on the www.scoresmatter.co.uk website.

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

3. **Registration**

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

3.2. After we have received your application for any 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 Credit Reporting Services. Please note that not everyone that applies for the 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 Credit Reporting Services if you are:

3.4.1. over 18 years of age;

3.4.2. an ScoresMatter customer;

3.4.3.resident in the United Kingdom.

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

3.5. You may only use and access the 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 Credit Reporting services you will be sent an automated acknowledgement by ScoresMatter Limited. This is purely for acknowledgement purposes and is not an agreement from us to provide you with the Credit Reporting Services or any other service.

4. **The Credit Reporting Services**

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

4.1. Once we accept your application for the 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 ScoresMatter 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 Credit Reporting Service.

It is your responsibility to ensure the email address held for you by ScoresMatter 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 Credit Reporting Services and been accepted, you will be given immediate access to the relevant Credit Reporting Services on the www.scoresmatter.co.uk website and you will start to receive those services immediately. You acknowledge and request that the 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 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 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 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 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 Credit Reporting Services to you we need to obtain your credit report information held in TransUnion's credit reference database. By applying for the 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 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 Credit Reporting Services**

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

5.2. The Credit Reporting Services are only available to you under these terms and conditions for such time as you are a ScoresMatter customer.

6. **Duration of the Credit Reporting Services and your right of cancellation**

6.1. We will automatically continue to provide the 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 Credit Reporting Services you may tell ScoresMatter Limited to cancel them by sending a request to contact@scoresmatter.co.uk. If any request to cancel is sent to us, we will send this request to ScoresMatter 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 ScoresMatter Limited which is available at the end of these terms and conditions, 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 ScoresMatter Limited. Please see ScoresMatter 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 ScoresMatter Limited. If you are entitled to any refund, because you have cancelled within the 14 days period this will be the responsibility of ScoresMatter Limited.

6.4. We may cancel your receipt of any of the 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 ScoresMatter 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 ScoresMatter Limited; or

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

6.5. We may also cancel your receipt of any of the Credit Reporting Services if (i) you have ceased to be Scores Matter customer or (ii) our agreement with ScoresMatter 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 Credit Reporting Services as a result of a cancellation of those services.

7. **Security**

7.1. Your right to access the the Credit Reporting Services is personal to you. You must not allow any other person to have access to your account or the 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 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 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 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 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 Credit Reporting Services.

8.2. You may take reasonable copies of the information or reports provided as part of the 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 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 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 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.

11.2. **Questions about Credit Reporting Service :** If you have any questions in respect of the Credit Reporting Services, in the first instance, contact ScoresMatter by email at contact@scoresmatter.co.uk. If you have any further questions about the information that appears on your credit report that ScoresMatter is unable to assist with then you can contact TransUnion directly by using the online contact form: https://www.transunion.co.uk/consumer/consumer-enquiries or by telephone on 0330 024 7574.

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 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 contact@scoresmatter.co.uk .