

# **Terms & Conditions of Use**

## **1. These Terms Of Use**

1.1. Use of the Searches Group web site - hereafter referred to as the "Web Site", is on condition that you agree to be bound by these terms of use.

1.2. All users of the Web Site should also refer to the Searches Group Privacy Policy since the Terms & Conditions of the Privacy Policy also apply to this agreement. If you do not agree to be bound by these terms of use the Privacy Policy or Appendix 1, please exit the Web Site and do not use the Web Site again.

1.3. These terms of use and any claim arising from the use of this web site shall be governed by the Laws of England and will be subject to the jurisdiction of the English courts.

1.4. We reserve the right to add or change these terms of use at our discretion, without notice. The new terms of use will come into effect from the time they are posted on the web site.

## **2. Copyright**

2.1. All copyright, database rights, design rights, registered designs, trademarks patents, service marks, know how, trade or business names, domain names, goodwill associated with any of the foregoing and other intellectual property rights of the Web Site and all its contents remain the property of Searches Group Ltd. You are entitled to view, copy, print, access download and transmit material from the Web Site for your own personal, non-commercial use.

## **3. Liability**

3.1. Searches Group cannot guarantee that your access to or use of the Web Site will be uninterrupted or error free. The Web Site is provided on an "as is" and "when available" basis. Searches Group reserve the right, at its own discretion or for legal or technical reasons, without notice to you, to: Alter or remove any information on the Web Site; Suspend or alter the operation of the Web Site. Suspend, alter or remove any of the services on the Web Site.

3.2. Searches Group makes no warranties as to the accuracy, fitness for purpose or non infringement of intellectual property rights of any of the information and documents available or provided through the Web Site. Searches Group assumes no liability for any kind of loss or damage caused by errors or omissions in the information, documents or other items provided or made available through the web site.

3.3. Searches Group does not represent any companies or individuals whose goods or services may be displayed or referred to on the Web Site. You should not rely on any opinions displayed on the Web Site regarding goods or services as recommendations by Searches Group. Professional advice should be sought before purchasing any item on the Web Site or entering into any legally binding agreement.

4. The information provided on the Web Site does not constitute specific advice. We do not accept any liability for loss arising from use of the web site or through relying on the information it provides.

## **5. Your Responsibilities**

5.1. You are responsible for the security and confidentiality of any pin numbers, usernames or passwords needed to access or use the Web Site or

any of its services. Do not allow others to access any services on the Web Site through your membership.

5.2. You will only use the Web Site or any of its services in a manner that is accepted and legal according to applicable laws and regulations.

5.3. You will not use the Web Site or any of its services for the following; To send, receive, upload, download, store, use, distribute or publish material that is offensive, abusive, indecent, defamatory, obscene, or in breach of a third party's intellectual property rights; To send or distribute any unsolicited emails or messages, especially those which might cause another person annoyance, inconvenience or worry; To send or distribute information regarding any business, including unsolicited advertisements or promotional material. You agree to indemnify Searches Group against any claims, costs, expenses or legal proceedings caused as a result of your misuse of the Web Site.

5.4. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce copyrighted material, trademarks or other protected proprietary information without the express written consent of the owner of such material

## **6. Data Protection Indemnity**

6.1. For the purpose of the Data Protection Act 1998, you acknowledge that in the course of using the Web Site, any personal information of third parties (e.g. employees, agents, subcontractors) you supply will be captured electronically by us. As such, you must have obtained their express permission to transfer their personal information to us, for us to use, store and process for the purposes set out in this Privacy Policy, including where such personal data forms part of an advertisement and is posted to the Web Site for access by users inside and outside of the European Economic Area. You shall indemnify Searches Group from and against all claims by any third parties arising out of your failure to obtain the consent described in this paragraph.

## **7. Your Consent**

7.1. You agree to be bound by these User Terms & Conditions, its appendices and the Privacy Policy by using the site. They remain in effect until the following three conditions are met; You stop using the site; You have deleted or destroyed any of the Searches Group/Searches Group material stored by you; None of the personal information you supply when registering for a service remains in our databases. The agreement may also be terminated at any time and for any reason by yourself or Searches Group, effective upon sending written notice to the other party. If you send a notice of termination, any current membership shall terminate without an obligation on the part of Searches Group to make a payment, rebate or refund. Searches Group reserves the right to suspend or terminate an account at any time, without notice, whether or not you are in breach these terms of use or any other terms and conditions posted on the site.

7.2. You acknowledge and agree that in the course of using this Web Site, information about yourself will be captured electronically or otherwise and transmitted to Searches Group and or, potentially, to any third parties as described in the Privacy Policy.

7.3. You consent to the use, storage, or processing of your personal information by Searches Group (or any third party Searches Group use for carrying out data searches).

7.4. You consent to Searches Group providing any of the personal

information it has collected, as described in the Privacy Policy, to a court of competent jurisdiction in accordance with the court's instructions if ordered to do so by the court, or to comply with any applicable legislation or regulatory guidelines or controls.

**Appendix 1**

Searches Group utilises reports and data from data partners. Our products and services are subject to data partners additional terms and conditions which are listed in this appendix, these form a part of the Terms of Use of Searches Group to which you are agreeing by registering to use the services on the Searches Group Website.

## **Additional Terms of Use**

### **Dun & Bradstreet Reports and Data**

#### **Restrictions on Use**

- 1.1 The use of Dun & Bradstreet Limited ("D&B") information ("Information") is subject to these terms and conditions ("Terms of Use"). The Information is licensed to you ("End User") for End User's internal business use only in the territory in which it is purchased. Such licence is non-exclusive, non-transferable and limited for the Term (as defined in condition 8.2 below) and is subject to the restrictions set forth herein. D&B retains all ownership rights (including copyrights, database rights under the Database Regulations 1997 and other intellectual property rights) in the Information in any form and End User obtains only such rights as are explicitly granted in these Terms of Use.
- 1.2 End User shall not request or make available Information for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of End User. End User shall not make Information available to others in any form, unless required by law where End User has notified D&B or unless End User first obtains D&B's written consent.
- 1.3 End User shall not use Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party, use Information to generate any statistical or other information that is or will be provided to third parties, use or permit the use of Information to prepare any comparison to other information databases that will be provided to third parties, or produce Information in judicial or administrative proceedings, including discovery proceedings, without D&B's prior written consent, unless required by law and where End User has notified D&B of such legal requirement.
- 1.4 End User may use Information only in connection with the particular transaction for which such Information was originally requested. End User shall not re-license, resell or further distribute Information.

#### **2. Copying**

End User shall not copy, batch harvest, upload or in any other way reproduce the Information for the purpose of aggregating the Information, save that End User may create a copy or backup of the Information only for internal archive use, historic purposes or for regulatory compliance.

#### **3. Compliance With Laws**

- 3.1 End User will not use Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, End User will not use Information to engage in any unfair or deceptive practices and will use the Information only in compliance with applicable laws or regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection and privacy.
- 3.2 End User acknowledges that it shall comply with its obligations under the Data Protection Act 1998 and where applicable the Consumer Credit Act 1974 in relation to this Agreement.
- 3.3 In relation to personal data contained in the Information, End User undertakes to comply with the following obligations: (i) to use such personal data only for internal business use in connection with the particular transaction for which the Information was originally requested; (ii) End User will include a clear and prominent notice in its terms and conditions with its

clients explaining that: (a) End User may consult credit reference agencies in order to assess the creditworthiness of the client; and (b) the client may contact End User on a free phone number to find out which credit reference agencies are involved; (iii) to ensure that such personal data is only used by appropriate authorised and trained personnel; (iv) to take and maintain appropriate technical and organisational security measures and procedures to safeguard such personal data from accidental loss or unauthorised disclosure; and (v) subject to the requirements of the Data Protection Act 1998, to keep such personal data strictly confidential.

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

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

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

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

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

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

**7. Indemnification**

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

**8. Miscellaneous**

8.1 Notwithstanding any provision in these Terms of Use, D&B's liability to End User for death or injury resulting from its own or that of its employees', agents' or subcontractors' negligence, or for fraudulent misrepresentations, shall not be limited.

8.2 The term of End User's licence for any particular Information (or element thereof) is one (1) year from the date such Information is obtained by End User (the "Term"). D&B may terminate such licence immediately upon written notice to the End User in the event of End User's breach of these Terms of Use.

8.3 This Agreement is governed by and construed in accordance with the laws of England and both parties irrevocably submit to the exclusive jurisdiction of the English Courts. Any claims by End User must be brought within one (1) year of the first occurrence giving rise to such claim, or it shall be forever barred.

8.4 A violation of these Terms of Use may result in a denial of access to the Information.

8.5 End User agrees that this Agreement is entered into between End User and D&B. End User agrees that D&B may enforce this Agreement against End User. The End User acknowledges that this Agreement is supplemental to the contract entered into between the End User and Searches Group Limited which has made the Information available to the End User (the "Contract"). Furthermore, the End User acknowledges that D&B is also a third party beneficiary under the Contract.

8.6 Upon expiry or termination of the Term with respect to the Information, End User shall immediately delete, destroy or return all originals and copies of any Information, unless End User is otherwise instructed by D&B or Searches Group Limited; and upon request, provide D&B with certification thereof. This provision shall not apply to the archival copies of the Information as permitted in condition 2 above.