

## PrivacyGuard® Terms and Conditions

### SECTION 1. GENERAL SECTION

**Your PrivacyGuard** membership is made up of 2 separate key documents - **your welcome letter/email** and these Terms and Conditions, (together, '**your agreement**'). Please keep **your welcome letter/email** with these Terms and Conditions and in a safe place for future reference.

Please note that, as a **PrivacyGuard Member**, **your agreement** is a contract with **PrivacyGuard** (the trading name and registered trademark of **Tenerity Limited (Tenerity)**). **Tenerity** will provide the **services** under **your agreement**.

Please see Section 2 of these Terms and Conditions. **We** have appointed **our subcontractors** to supply some of these **services**. In order to provide the **services**, **we** therefore have to share data collected from **you** with such **subcontractors**.

The terms of **your agreement** with **PrivacyGuard** are set out in these Terms and Conditions. The contact details and further information about each of the parties' authorisations and activities are set out below. It is important that **you** read all of the documents forming **your agreement** carefully since they contain important information about **your PrivacyGuard** Membership, including **your** rights and obligations.

#### Definitions of words used in Your Agreement

##### Application

Means **your application** to be a **PrivacyGuard Member**, which will be considered by **PrivacyGuard** prior to the commencement of the **term**.

##### Business

Means any employment, trade, hobby, profession or occupation.

##### TransUnion

Means **TransUnion International UK Limited**, which is part of **TransUnion Information Group**. **TransUnion International UK Limited** is registered in England and Wales with company number 03961870. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP. **TransUnion International UK Limited** is authorised and regulated by the Financial Conduct Authority under registration number 737740.

##### Cifas

**Cifas** (Credit Industry Fraud Alert Service) is the **UK's** Fraud Prevention Service.

##### Credit Report And Monitoring Services

The monitoring by **TransUnion** of **your** credit data held by **TransUnion**, the provision to **you** of credit reports, the notification to **you** of any abnormal activity in the **TransUnion** database, and the supply to **you** of details of **your** credit score.

##### Fees

The **fees** payable by **you** for **your PrivacyGuard** Membership as are notified to **you** during the **Application** process, and confirmed to **you** in **your welcome letter/email**. The **fees** will be charged according to the payment method set out in **your welcome letter/email**.

##### Identity Fraud Resolution Service

The provision to **you** of a resolution service to answer **your** queries and generally assist **you** in recovering from an **identity theft event**.

##### Identity Theft

Theft of **your** personal identification, National Insurance number, or other method of identifying **you** which has or could reasonably result in the wrongful use of such information, including but not limited to, theft occurring on or arising out of **your** use of the internet. **Identity theft** shall not include the theft or wrongful use of **your business** name or any other method of identifying any of **your business** activities.

##### Identity Theft Event

One **occurrence** of **identity theft** or a series of related Occurrences.

##### Information

Any **information** delivered to **you** by **PrivacyGuard** or **TransUnion** as part of or during the provision of the **services** (including but not limited to the credit reports and credit scores).

##### Occurrence

A loss or incident arising during the **term**.

##### PrivacyGuard

Means the trading name for **Tenerity Limited**, Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY, United Kingdom, **Tenerity Limited**.

##### PrivacyGuard member, you, your

Means the person to whom the **welcome letter/email** is addressed.

##### Services

Means the following **services** to be provided by **Tenerity** and its **subcontractors** to **you** as part of **your PrivacyGuard** membership set out in section 2 below and includes:

1. Credit Reports and Credit Score;
2. Credit Monitoring **services**;
3. **Cifas** Protective Registration;
4. **Identity Fraud** Advice and Resolution **services**;
5. Valuable Document Registration;
6. **Identity Theft** Risk Assessment.

##### Subcontractors

Means **Tenerity subcontractors** and service providers and currently includes **TransUnion**.

##### Tenerity, We, Us, Our

Means **Tenerity Limited**. Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY, United Kingdom. **Tenerity Limited**, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number GB 125 4954 08. **Tenerity Limited** is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial services Register number is 311584. **You** can check this on the financial services Register by visiting the FCA's **website** <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

##### Term

The membership period indicated on **your welcome letter/email**.

##### Trial Period

The period of time confirmed in **your welcome letter/email** as **your trial period**.

##### UK

The United Kingdom including Northern Ireland.

##### Website

Means the **website** at [www.privacyguard.co.uk](http://www.privacyguard.co.uk)

##### Welcome Letter/Email

Means the **welcome letter/email** we send **you**, and which forms a part of **your agreement**.

##### Year

Each twelve calendar month period commencing at the commencement of the **term**.

##### Your Agreement

Has the meaning as defined at the top of this General Section.

##### Fees

**You** will be charged the **fees** at the end of the **trial period** and periodically thereafter as described in **your welcome letter/email** unless **your agreement** is cancelled or terminated by **you** or by **PrivacyGuard** (see Cancellation and termination below). Future **fees** for **your** membership will be at the rate notified to **you** in advance in accordance with the section entitled "Changes to **your agreement**".

##### Term

**Your PrivacyGuard** membership will run throughout the **term**, unless terminated or cancelled as stated in the "Cancellation and termination" section below.

#### Use of the Credit Report and Monitoring Services

The **Credit Report and monitoring services** are strictly personal to **you** and **you** may only use and access these **services** on **your** own behalf and not on behalf of anyone else. **You** cannot order Credit Reports about anyone else. Username and password details should be kept confidential.

**You** must not engage, authorise or permit a third party other than **Tenerity** to directly access or use data obtained through the **Credit Report and monitoring services** (whether as an agent, or representative on behalf of, or as a service provider).

All Intellectual Property rights in the **Credit Report and monitoring services** and all aspects of them shall be owned by **TransUnion** and/or its licensors. **TransUnion** have the right to suspend **services** if they reasonably consider that there is likely to have been a breach of security.

### **Cancellation and termination**

On commencement of **your agreement**, you can cancel **your agreement** at any time up until the end of the **trial period** by giving notice to **PrivacyGuard** either in writing to **PrivacyGuard**, PO Box 5305, Lancing, BN11 9WD, telephone on 0800 085 2150\* or by emailing [enquiries@privacyguard.co.uk](mailto:enquiries@privacyguard.co.uk). Contact details are shown in **your welcome letter/email** and in the General Section of these Terms and Conditions. If you cancel during the **trial period**, you will be entitled to a refund of the **fees** you have paid to **PrivacyGuard**, if any. On expiry of the **trial period** you can terminate **your agreement** at any time and no further periodic **fees** will be payable from that date. No periodic **fees** already paid will be refundable however. In addition, if **your agreement** renews annually, you may cancel **your agreement** within 14 days following each automatic annual renewal of **your agreement** and receive a refund of any **fees** paid for such annual renewal period.

### **Cancellation by us**

We can cancel **your** membership by giving you at least 30 days' notice in writing by email or letter where there is a valid reason for doing so. We will send an email/letter to the latest email or home address we have for you setting out the reason for cancellation. Valid reasons may include, but are not limited to:

- where we have not been able to collect the **fee**. In this case, we will make reasonable efforts to contact you requesting payment by a specific date. If we are unable to contact you or do not receive payment by this date your membership will be cancelled.
- where the product is no longer available, for example, if the product is being discontinued. If this occurs you may be entitled to a pro rata return of the **fees**.
- if we or **TransUnion** reasonably consider that there is or is likely to have been a breach of security.
- if we or **TransUnion** reasonably consider the **Credit Report and monitoring services** are being used in a way which is not permitted or fraudulent.
- if we or **TransUnion** reasonably consider that the **Credit Report and monitoring services** are being used in any way detrimental to us or **TransUnion**. Where we have not been able to contact you via letter/email, for example, if the email bounces or the letter is returned and we have been unable to obtain an updated email/home address for you, we will not send out a cancellation email/letter and we will cancel your membership (prior to your next payment due date) after we have received the returned email/letter.

**Your agreement** will end automatically on whichever of the following happens first:

- The date **your agreement** is cancelled or terminated by you;
- The date you cease to be resident within the **UK**;
- The date we terminate **your agreement** for a valid reason (as set out above); or
- You are requested to submit documents to **TransUnion** to validate and activate **your Credit Report and monitoring services** but either failed to do so or the documents you submitted are not sufficient for **TransUnion** to validate your identity within 90 days of you failing validation.

If **your PrivacyGuard** membership is terminated all the **services** set out in Section 2 of these Terms and Conditions will stop immediately.

### **Changes to Your Agreement**

We will notify you in writing regarding any material changes to the Terms and Conditions of **Your agreement** and any changes to the **fees**. Wherever possible, we will endeavour to notify you of such changes at least 30 days in advance of them taking effect. In the event of such changes your attention is drawn to your general right of termination as set out above. These and any other such changes will be displayed on the **website** or you can call 0800 085 2150\* for more information about the **services** currently offered.

### **Choice of Law**

Unless **Tenerity** agree otherwise, the language of **Your agreement** and each part thereof generally and all communications relating to it will be English. **Your agreement** is governed by and interpreted in accordance with the laws of England and Wales. Disputes arising in connection with **Your agreement** shall be subject to the exclusive jurisdiction of the courts of England and Wales. If you live in Scotland, you can bring legal proceedings in respect of the **services** in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the **services** in either the Northern Irish or English courts.

### **What to do if you think you are a victim of an Occurrence of Identity Theft**

Firstly, contact **PrivacyGuard** without delay at any time on 0800 085 2150\*. Your consultant will help you with advice on what you need to do next, for example;

1. File a police report within 24 hours of discovering the **identity theft**.
2. Notify your bank(s), payment card company(ies) and all other accounts of the **identity theft** within 24 hours of discovering the **identity theft**.

### **How to make a complaint?**

If you have cause for dissatisfaction and wish to complain about the sale or **services** of **PrivacyGuard** please contact us on 0800 085 2150\* or write to: Customer Services Manager, **PrivacyGuard**, PO Box 5305, Lancing, BN11 9WD quoting your **PrivacyGuard** membership number.

We aim to promptly solve most of our customers' complaints at the initial point of contact. Our staff are fully trained to deal with your complaint quickly and efficiently. However should you not be satisfied with the response you have received, your complaint will be responded to by the Customer Relations Team who will aim to resolve your complaint promptly. If we need more time to investigate your complaint we will send you an acknowledgment letter providing reassurance that your complaint is being dealt with. We will do our best to resolve the problem within 4 weeks. If we cannot respond within these timescales we will write to you again within 4 weeks to provide you with a final response or to let you know when we will contact you again, which will be within 8 weeks from when you first contacted us about your complaint.

If your complaint relates to the data that the **TransUnion** holds and we are not able to resolve your complaint, we may refer your complaint to **TransUnion**.

### **If you remain unhappy**

If we have not resolved your complaint to your satisfaction within eight weeks from when you first contacted us you may refer your complaint to the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or 0300 123 9123. By e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

### **General rights**

**Your agreement** and any representations given to you during your **Application** constitute the entire agreement between you and **Tenerity**. Any failure by **Tenerity** to exercise or enforce any right or provision of **Your agreement** shall not constitute a waiver of such right or provision. If any provision of **Your agreement** is found by a competent jurisdiction to be invalid, then the remaining provisions shall remain in full force and effect. Save in respect of clauses excluding or restricting our liability (in which case, those persons mentioned shall have rights to enforce such provision against you), a person who is not a party to this **agreement** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this **agreement**.

### **Security**

You may be required to validate any request you make to **Tenerity** by providing the security details you have registered during your **Application**. Failure to provide such security details or other suitable validation will result in us refusing to act upon such a request. If you have not registered security details with us you should contact us as soon as possible to ensure we are able to provide you with the Service to which you are entitled.

If you believe there is a security issue associated with your **PrivacyGuard** membership you should contact us immediately.

### **Keeping details up to date and changing address**

To ensure that you receive the full benefits provided by the **services**, you should keep us informed of any changes, additions or deletions to the card/account you have for payment of the **fees**. You should inform us of any change to your permanent address or email address.

### **How we will use your data**

**Tenerity** is the data controller for the personal data we collect directly from you. We will only use your personal data as set out in our Privacy and Cookies Policy.

Your bank/card issuer will pass your name, address, date of birth and card details to us for the purpose of providing the product and billing your account with the **fees**. From time to time we will ask your card issuer to update us with any changes to the information they have provided to us, for example by providing us with any updated or new card numbers or expiry dates.

### **Liability**

#### **Promises:**

We will use all reasonable skill and care in the supply of the **services** to you and **TransUnion** will use all reasonable efforts to verify the accuracy of **information** provided as part of the **Credit Report and monitoring services**. Please note however that the **information** comes from a number of third party sources who may not always keep their **information** up-to-date. You agree that one of the purposes of the supply of **information** is to alert you to inaccurate **information** from third party databases. Any **information** provided to you as part of the **Credit Report and monitoring services** are provided for guidance and **information** only. Any businesses that 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** provided as part of **Credit Report and monitoring services** and **TransUnion** nor any member of the **TransUnion information** Group companies can be responsible or liable if you rely on it or take any action based upon it. For that reason, any guarantee or warranty that any **information** is complete, accurate, up-to-date or error-free,

of a satisfactory quality or fit for any particular purpose is inappropriate to the nature of the **services**, and **we** exclude all liability in this respect unless (and to the extent) attributable to **our** breach or negligence. Except as expressly set out in **your agreement**, **PrivacyGuard** excludes all other promises to the extent that **PrivacyGuard** are legally allowed to exclude them. (Please refer to **your** local Citizen's Advice Bureau or local trading standards office for information about **your** statutory rights and promises which **PrivacyGuard** are not legally allowed to exclude).

#### Limitation of Liability:

This section (and any other clause excluding or restricting **our** liability) applies to **PrivacyGuard's** directors, officers, employees, **subcontractors**, agents and affiliated companies as well as to **PrivacyGuard**. Nothing in this **services agreement** in any way limits or excludes **PrivacyGuard's** liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited. Without prejudice to the rest of this **services agreement**, **PrivacyGuard's** liability of any kind in respect of any services or otherwise shall be limited to the amount equal to **fees** payable by **you** in any twelve month period under **your agreement**. In no event will **PrivacyGuard** be liable for any:

1. economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings)
2. loss of goodwill or reputation
3. losses that **you** incur that were not reasonably foreseeable to **you** and **PrivacyGuard** when **your agreement** was entered into, or
4. damage to or loss of data, to the extent that this was not in the contemplation of **PrivacyGuard** and **you** at the commencement of the **term** and is not attributable to **PrivacyGuard's** negligence or breach of **your agreement**. **PrivacyGuard** will not pay for losses arising from **our** inability to provide the **services** in the event of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, revolution, insurrection or military or usurped power or for any reason that is beyond **our** reasonable control.

#### Your Eligibility

**PrivacyGuard** membership is only available to **UK** residents at least the age of 18 years. In the event that **PrivacyGuard** is informed that **you** are not at least 18 or are not or are no longer a resident in the **UK**, then **your** membership will be terminated immediately. **You** are under an obligation to inform **PrivacyGuard** if **you** are moving and will no longer be a **UK** resident.

## SECTION 2. SERVICES

### The Services provided by PrivacyGuard and its contractors or agents

#### Credit Reports and Credit Score

By requesting to view **your** Credit Report, **you** are authorising **PrivacyGuard** to apply on **your** behalf to **TransUnion** under Section 7 of the Data Protection Act 1998 for a copy of **your** Credit Report, subject to authentication. This will activate the credit monitoring service and **PrivacyGuard** will provide **you** with monthly alerts notifying **you** in writing of any significant changes to **your** credit report. **You** can choose to receive alerts by SMS or email, and these will be sent to **you** weekly. **You** can update **your** preferences at any time.

The source of the **information** included in **your** Credit Report, including **information** on County Court Judgments (CCJs), is **TransUnion** Limited.

**You** can request **your** Credit Report as part of **your PrivacyGuard** membership subject to **our** reasonable usage policy, which is a maximum of 1 report each day.

**Your** Credit Report will be provided by **TransUnion**.

#### Credit Monitoring Services

Once **your** Credit Report has been requested as set out above, **you** will receive a monthly notification alerting **you** if any of the following occur in the previous month:

- **Your TransUnion** Credit Report is searched,
- An account is added to or deleted from **your** credit report,
- A change is made to the payment history of **your** credit accounts,
- A judgment, voluntary arrangement or bankruptcy (or a decree, debt arrangement or sequestration in Scotland) is added or deleted.

If **you** choose to receive alerts by SMS or email, then these will be sent to **you** weekly. If there have been no such changes then **we** will notify **you** every 3 months that this is the case.

#### Cifas Protective Registration

If **you** are at risk of **identity theft** **we** will place a protective registration warning with **Cifas** to help protect **you**. Upon placing the warning, **Tenerity** will send **you** a form requesting **your** signed confirmation to keep this service. Unless **you** return the signed form within 21 days of the date of the warning was placed, the warning will automatically be removed.

#### Identity Fraud Advice and Resolution Services

If **you** need any advice about **your** Credit Report or about **identity theft** **you** can call **PrivacyGuard** on 0800 085 2150\*. If **you** think **you** are a victim of identity fraud, **PrivacyGuard** can provide advice and may, assign **you** a victim of fraud consultant who will analyse **your** credit report with **you**, and if necessary formally open a case on **your** behalf and liaise directly with any lenders searching **your** credit report, or that have recorded a credit account, to seek to have any inaccurate credit **information** corrected by the lender. **Your** dedicated victim of fraud consultant is available between the hours of 9am and 5pm Monday to Friday. For general enquiries, the **identity theft** Advice and Resolution Service will be available 24 hours per day, 7 days per week, 365 days per **year**.

The **services** provided to **you** are limited to the description above. The **services** are provided whether or not an **identity theft event** has actually occurred. Such **services** are not insurance, **Your agreement** is not an insurance contract and nothing in **Your agreement** will oblige **PrivacyGuard** or **TransUnion** to compensate **you** or assume any risk of or in relation to an **identity theft event** occurring. For the avoidance of doubt, neither **PrivacyGuard** nor **TransUnion** will be able to become involved in any legal proceedings with a lender or any other investigatory body if a lender disputes whether there has been an **identity theft event**.

#### Valuable Document Registration

Storage of the following:

- personal information - current account details, credit cards, cash or debit cards, mobile phone account number, National Insurance number, investment account details, professional body membership details, utility suppliers and account numbers
- insurance details - house and contents, life, health, car, travel
- personal documents - passport, driving licence, share certificates, Premium Bonds.

To register **your** documents, call **us** on 0800 085 2150\*.

#### Identity theft risk assessment

If **you** would like an assessment of the risk of **your** identity being misused by someone else please call **us** on 0800 085 2150\*. **We** will provide general guidance on many of the key factors that could affect **your** potential for exposure to identity theft and how **you** can reduce **your** risks in response to them.

\* Telephone number 0800 085 2150 (Calls to 0800 numbers are free from landlines and mobile phones. Calls will be recorded and monitored for training and quality purposes). Email address enquiries@privacyguard.co.uk (Emails to this address will not be encrypted. Please do not send emails containing any personal and/or financial data).

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