

# My Credit Tracker

## Website Terms of Use

These Terms of Use apply when you ("You"/"Your") access [mycreditracker.co.uk](http://mycreditracker.co.uk), a website owned and controlled by Affinion International Limited ("We"/"Us"/"Our") (in each case referred to here as the "Site").

By accessing the Site, You agree to be bound by these Terms of Use. If You do not agree to be bound by these Terms of Use, You may not access or use the Site and must leave immediately.

We reserve the right to change or update these Terms of Use from time to time. These Terms of Use were last updated on 16/07/2013 and We advise that You check them regularly to make sure that You are appraised of any such changes.

Any products or services which We make available to You on or via the Site are subject to additional terms and conditions which will be notified to You on the Site when You subscribe for or purchase any of Our products or services.

### 1. Information about us

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- 1.1 We are Affinion International Limited, a company registered in England and Wales and our address is Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, UK.
- 1.2 You may call us on 0344 381 4165\*.
- 1.3 Our VAT number is GB 125495408

### 2. The site information

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- 2.1 The information contained on the Site is provided for general information only. It is not intended to be a comprehensive account of Our activities and has not been prepared for any other purpose. Any financial related or other service or product referred to in the Site may not be available to all customers or in all cases or may be available only where specifically requested and agreed upon and may be associated with certain specific fees and conditions attached.
- 2.2 Access to the information contained within the Site may be restricted by laws and regulations applicable to the user. The information in the Site does not constitute either an offer to sell or a solicitation or an offer to buy in a country in which this type of offer or solicitation is unlawful, or in which a person making such an offer or solicitation does not hold the necessary authorisation to do so, or at all. Accordingly, You are responsible for ascertaining the legal requirements which would affect Your acquisition of any product or services.

### 3. Intellectual property rights

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- 3.1 Your use of the Site and its content grants no rights to You in relation to Our (or Our licensors') intellectual property rights including, without limitation, copyright, trade marks, logos, graphics, photographs and text or the intellectual property of third parties contained in the Site.
- 3.2 You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the web pages or materials on the Site or the computer codes of elements comprising the Site other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.
- 3.3 Any use other than that permitted under this Clause 3 may only be undertaken with Our prior express authorisation.

### 4. Links to other sites

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We may provide links to other websites from time to time (via advertising or otherwise). These links are provided for Your ease of reference and convenience only. We do not control such third party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not be liable to You in respect of any loss or damage which You may suffer by using those sites. You agree that You will not involve Us in any dispute between You and the third party.

### 5. Your use of the sites

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- 5.1 You agree that, in accessing or using the Site, You will not:
  - 5.1.1 use the Site in any way that may lead to the encouragement, procurement or carrying out of any criminal or otherwise unlawful activity;
  - 5.1.2 use the Site for any purpose other than Your personal use; nor
  - 5.1.3 do anything that may cause damage to the Site or servers, systems or equipment or those of third persons including, without limitation, hacking, distribution of viruses, logic bombs or other harmful computer devices.
- 5.2 We reserve the right to suspend, restrict or terminate Your access to the Site at any time at Our discretion.

### 6. Accuracy of information

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- 6.1 Although we have taken all reasonable care that the information contained within the Site is accurate at the time of publication, no representation or promise (including liability towards third parties), expressed or implied, is made as to its accuracy or completeness or fitness for any purpose by Us, or Our group companies or contractual partners.

# My Credit Tracker

6.2 Subject always to Clause 8, We specifically disclaim any liability for errors, inaccuracies or omissions on the Site and for any loss or damage resulting from its use unless attributable to Our negligence.

## 7. Your legal obligations and your promises

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You undertake to comply with the restrictions on Your use of the Site as set out in these Terms of Use and to compensate and hold Us harmless from any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Site including any breach or suspected breach of these Terms of Use or Your violation of any law or the rights of a third party.

## 8. Our legal obligation and limits on liability

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8.1 Nothing in these Terms of Use shall exclude or limit Our liability for: fraudulent misrepresentation; or death or personal injury resulting from Our negligence or the negligence of Our employees or agents; or any other loss or damage caused by Our negligence.

8.2 We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Site and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features. It is Your responsibility to ensure that You have necessary computer security protections in place when using the internet.

8.3 We do not promise that the Sites will be available uninterrupted and in a fully operating condition. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.

8.4 Subject always to Clause 8.1, Our total liability to You arising out of or in connection with the Site and/or these Terms of Use shall be limited to five hundred pounds (£500).

## 9. Privacy

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9.1 You must read Our Privacy Policy which contains important information about Our use of Your personal data and other information regarding Your privacy. By accessing the Site, You will be deemed to consent to the terms of the Privacy Policy so we recommend that You read this carefully.

9.2 We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching these Terms of Use or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders.

## 10. Severance

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If any provision of these Terms of Use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use which shall remain in full force and effect.

## 11. Law and jurisdiction

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These Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland where You are domiciled there and choose that they shall apply). Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England unless You choose the jurisdiction of Your domicile in Scotland or Northern Ireland.

## 12. Force Majeure

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We shall not be liable for any failure, any suspension or any termination of access to the Sites or any content in connection with or arising out of any event beyond Our reasonable control.

\*Calls to 03 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages. Calls may be recorded and monitored for training and quality purposes.

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