

My Credit Tracker

Terms & Conditions

SECTION 1. GENERAL SECTION

Your **My Credit Tracker membership** is made up of 2 separate key documents - **your welcome letter** and this document which includes the **terms & conditions** (together, "**your agreement**"). Please keep **your welcome letter** and these **terms and conditions** together and in a safe place for future reference. It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your My Credit Tracker membership**, including **your** rights and obligations.

Your agreement is a contract between **you** and **Affinion**. **Affinion** agrees to 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**.

Your credit report is only one element of any borrowing decision and does not guarantee the outcome of a lending decision by any lender.

Your eligibility

My Credit Tracker membership is only available to **UK** residents who are at least 18 years of age. **You** are under an obligation to inform **Affinion** if **you** are moving and will no longer be a **UK** resident. **My Credit Tracker membership** is not available if your address is a BFPO, PO Box and/or **business** addresses.

Definitions of words used in these terms and conditions

"Affinion"

Means **Affinion** International Limited. Registered in England: company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, United Kingdom. **Affinion** International Limited, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number GB 125 4954 08.

"application"

Means **your** internet, phone, postal or other **application** for **My Credit Tracker membership**, which will be considered by **Affinion** prior to the commencement of the **term**.

"business"

Means any employment, trade, profession or occupation.

"credit report, credit report service"

Means the **credit report services** described in Section 2 below.

"Callcredit"

Means **Callcredit** Limited. Registered in England and Wales with company number 03961870. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP

"fees"

Means the amount payable for **your My Credit Tracker membership** as notified during the **application** process, and confirmed to **you** in **your welcome letter**. This amount will be charged according to the payment method set out in **your welcome letter**.

"My Credit Tracker"

Means the My Credit Tracker service provided by **Affinion**.

"My Credit Tracker membership"

Means **membership** of **My Credit Tracker**.

"information"

Means any documents, notifications or advice delivered to **you** by **Affinion** or its **subcontractors** as part of or during the provision of the **services** (including but not limited to **credit reports** and credit scores).

"services"

Means the following **services** to be provided by **Affinion** and its **subcontractors** to **you** as part of **your My Credit Tracker membership** set out at Section 2 below and includes:

- Credit report service** including credit score.
- Credit monitoring service.
- Credit Statements.
- Credit Assessment Tool.
- Credit management advice line.

"subcontractors"

Means **Affinion subcontractors** and service providers and currently includes **Callcredit**.

"terms and conditions"

Means this **terms and conditions** document.

"UK"

Means the United Kingdom including Northern Ireland, Channel Islands and Isle of Man

"we, our or us"

Means **Affinion**.

"welcome letter"

Means the **welcome letter** sent to **you** and which forms a part of **your agreement**.

"you, your"

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

"your agreement"

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

Fees

You will be charged the **fees** as described in **your welcome letter** unless **your agreement** is cancelled or terminated by **you** or by **Affinion** in accordance with the “Cancellation and Termination” section below. We may change the **fees** for **your My Credit Tracker membership** and will give you at least 30 days advance notice before making any such change.

Your My Credit Tracker membership will continue until terminated or cancelled as in accordance with the “Cancellation and termination” section below.

How do I cancel or terminate my membership?

You have the right to cancel **your My Credit Tracker** membership at any time. If **you** cancel **your membership** within 7 working days from the date after **you** receive **your** terms and conditions **you** will be entitled to a refund of the **fees you** have paid, if any. On expiry of the 7 working day period **you** can terminate **your agreement** at any time and no further periodic **fees** will be payable from the date **we** receive notice from **you** in accordance with the instructions set out below. No **fees** already paid will be refundable however.

To cancel or terminate, please contact **Affinion**:

In writing:

Customer Services
My Credit Tracker
Affinion House
Airspeed Road
Portsmouth
PO3 5RF

By calling:

Call us on 0844 381 4165. Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. To maintain a quality of service, **we** may monitor or record calls.

Cancellation by us

We may cancel your agreement by giving you 30 days notice in writing. If this occurs **you** may be entitled to a pro rata return of the **fees**.

Your My Credit Tracker membership will end on whichever of the following happens first:

- the date **your agreement** is cancelled by **you** or **Affinion**;
- the date **you** cease to be resident within the **UK**;
- at **our** discretion if the **fee** is not paid.

If **your My Credit Tracker 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 only make changes where **we** have a valid reason to do so. **We** will notify **you** in writing regarding any material changes to the **services, your agreement** or the **fees** and will give **you** at least 30 days advance notice before making any such change.

In the **event** of any such changes **your** attention is drawn to **your** general right of termination as set out above.

Choice of Law

Unless **Affinion** 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 (or the laws of Scotland if **you** are domiciled there). Disputes arising in connection with **your agreement** shall be subject to the non-exclusive jurisdiction of the courts of England and Wales unless **you** choose the jurisdiction of **your** domicile if **you** are domiciled in Scotland or Northern Ireland.

SECTION 2. SERVICES

The services provided by Affinion and its subcontractors

This section sets out the services provided by Affinion as part of your My Credit Tracker membership. In some cases, the services may be provided by subcontractors of Affinion.

The **services** provided to **you** are limited to the description below. There is no insurance provided by these **services** or as part of **your My Credit Tracker membership** by **Affinion** or its **subcontractors**.

a) Credit report service including credit score

After **we** have received **your application** for **My Credit Tracker**, **we** will verify:

- (i) your application details; and
- (ii) that you have a credit profile with **Callcredit**, and if **we** are able to verify this, **My Credit Tracker** will:
- (iii) send you your **credit report** and
- (iv) activate the credit monitoring service.

But if **we** are unable to verify this, **you** will not receive your **credit report** and the credit monitoring service will not be started. **You** will be notified if **we** have been unable to verify you and will provide information on what you need to do to receive these benefits.

By applying for **My Credit Tracker**, **you** are authorising us to pass on **your** data to **Callcredit** to provide your **credit report** and the credit monitoring service under Section 7 of the Data Protection Act 1998, subject to authentication.

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

Your credit report will be provided by Callcredit, a credit reference agency.

b) Credit monitoring service

Once **you** have received your **credit report**, as set out above, **you** will receive a periodic notification alerting **you** to any significant changes which have occurred in the previous month (including but not restricted to):

- **Your** credit profile held by **Callcredit** is searched,
- An account is added or deleted from **your** credit profile held by **Callcredit**,
- A change is made to the payment status 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 there have been no such changes then **you** will be notified every month that this is the case. **You** will have the choice of receiving **your** notifications by SMS or email.

c) Credit Statement

We will provide you with a six monthly credit statement setting out an overview of what has happened to your credit status over the six months ending on the date of the credit statement. This will include an illustration of how your credit score has changed over time.

d) Credit Assessment

You will have access by telephone and online to the My Credit Tracker Credit Assessment offering you a review of your current credit status available at any time. You will be provided with, or will be able to print, a summary upon completion and recommendations how to improve your credit status. A telephony Credit Assessment is available by calling the My Credit Tracker team on 0844 381 4165 during opening hours.

e) Credit management advice line

If you want guidance about managing your credit score you can speak to one of our experts on 0844 381 4165. We can:

- (i) help with any enquires you may have about your credit profile and factors affecting your credit score.
- (ii) help with correcting any errors in your credit profile where possible and adding notes if needed.

How to make a complaint

If you have cause for dissatisfaction and wish to complain about the sale or service of My Credit Tracker please contact My Credit Tracker on 0844 381 4165 or write to: Customer Services Manager, My Credit Tracker, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting your My Credit Tracker 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, if this is possible, by the end of the next working day following receipt of your complaint. If we cannot resolve your complaint within this time we will write to you within 5 working days, and 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 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.

General rights

Your agreement and any written representations given to you during your application constitute the entire agreement between you and Affinion. A person who is not a party to your agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of your agreement.

Security

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

Call Monitoring

You are advised that any telephone calls made to both Affinion, its subcontractors and its administration and claims handling units may be recorded. These recordings may be used to monitor the accuracy of information exchanged between you and the relevant staff. They may also be used to allow additional training to be provided to Affinion staff and its subcontractors, for quality control purposes and in the investigation of any complaints or queries regarding the services. The staff are aware that conversations are monitored and recorded.

Keeping details up to date and changing address

To ensure that you are entitled to receive the full benefits provided by the services, you must inform Affinion of any change to your home address.

Data Protection Act

The details you supply to Affinion and its subcontractors will be stored securely and used by Affinion and its subcontractors to administer your My Credit Tracker membership. By applying for My Credit Tracker, you authorise Affinion to pass on your data to Callcredit to provide the report and monitoring service under Section 7 of the Data Protection Act 1998. Information may be disclosed to regulatory bodies and/or your bank or card issuer and its subcontractors for the purposes of providing the services. These details will not be kept for longer than is necessary. You are entitled to a copy of all of the information held about you for which Affinion may charge you £10. Subject to the precise data consents given by you, your bank/card issuer will pass your name, address and card details to Affinion for future renewals for the purpose of billing your account with the fees. By entering into your agreement, you give your consent to the transfer of data outside of the EEA to the USA (including to an affiliate company of Affinion) for the purposes of data processing relating to the provision of services. Your data may also be disclosed to third parties where required by law or in the event that Affinion merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more information about the data processing activities of Affinion and its subcontractors please write to Customer Services Manager, My Credit Tracker, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

Liability

Promises:

Affinion will use all reasonable skill and care in the supply of the **services** to **you**. 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. 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**, **Affinion** excludes all other promises to the extent that **Affinion** 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 **Affinion** is not legally allowed to exclude).

Limitation of Liability:

This section (and any other clause excluding or restricting **our** liability) applies to **Affinion's** directors, officers, employees, **subcontractors** (specifically including Callcredit), agents and affiliated companies as well as to **Affinion**. Nothing in this service agreement in any way limits or excludes **Affinion'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 **your agreement**, **Affinion'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 **Affinion** 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 **Affinion** 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 **Affinion** and **you** at the commencement of the term and is not attributable to **Affinion's** negligence or breach of **your agreement**. **Affinion** 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. If any provision of **your agreement** is 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 **your agreement** which shall remain in full force and effect.