

Terms of Use

1. INTRODUCTION

Welcome to CreditKey.uk (the "Site"), a website operated by William Ellis Sinclair (referred to as "WES", "we", "us" and "our").

The term "you" refers to the users and viewers of our website. You agree to the terms and conditions outlined in this Terms of Use agreement ("Agreement") with respect to the Site. By using this Site, you are agreeing to comply with and be bound by the following terms of this Agreement. Please review the following terms carefully. If you do not agree to these terms, you have no permission from WES to obtain information from or otherwise use this Site. In the event you fail to use this Site in accordance with the terms below we reserve our right to take legal action or to report any misuse to the relevant authorities.

This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content and computer programs provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to each use of the Site.

The source of County Court Judgment (CCJ) data is Callcredit Limited.

2. RELATIONSHIP WITH CALLCREDIT

Upon receipt of all relevant information provided by you when you apply to use our service, we will provide you with access to your personal credit report and credit score, and other services (as set out in paragraph 3 below) ("Credit Reporting Services"). Please note we are not a credit reference agency. WES submits requests to our respected third-party partner, Callcredit Consumer Limited ("Callcredit") in order to provide the Credit Reporting Services. Callcredit Consumer Limited provides us with data that we use to provide our services to you. Callcredit Consumer Limited is a company established in England and Wales and has a company number 07891157, its VAT number is 974 8228 76 and its registered office is at One Park Lane, Leeds, West Yorkshire, LS3 1EP. Callcredit Consumer Limited is authorised and regulated by the Financial Conduct Authority under number 737743. Authorisation can be checked on the Financial Services Register at www.fca.org.uk.

Callcredit Consumer Limited uses its group company Callcredit Limited, which is a credit reference agency, to provide some elements of the services. Callcredit Limited is a company established in England and Wales, its company number is 03961870 and the registered office is One Park Lane, Leeds, West Yorkshire, LS3 1EP. Callcredit 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.

3. SERVICES

In order to be able to receive the Credit Reporting Services, you need to apply online at www.CreditKey.uk to create an account with us. Once you have completed the online application form and successfully entered your payment details, you will see an on-screen message indicating whether your application has been successful.

As part of the application process, we may ask you to submit some required documents in order to verify your identity with Callcredit. If you do not submit the required documents, or the documents that you submit are not sufficient for Callcredit to validate your identity, you will be sent a reminder after 30 days and a further reminder at 60 days. If you are still not validated within 30 days from the second reminder, we will assume you no longer wish to have the Credit

Reporting Services, and we will cancel your Membership.

Not everyone who applies for the Credit Reporting Services will be accepted as a user. 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. You may also not have been accepted because you did not have enough of a credit history on your credit file to provide a credit report.

Credit Report We will provide a credit report to you online. The credit report will be updated when you log into your account.

Alerts If there are any alerts on your file, we will send an email to the email address saved on your account. It is your responsibility to ensure the email address we hold for you is up to date. The email will contain details of any alerts that have been triggered on your credit report. If no alerts have been triggered, we will not send you an email. However, we will send you an email on a monthly basis to confirm that we are continuing to monitor your file and that no alerts have been received in this period. If you receive an email notifying you of any alerts on your file you should log into your account to obtain further details of the alert. On logging in to your Noddle account, you will be able to view further details of the alert. It is your responsibility to log into your account to get further details of the alert. The Alerts service is a notification-only service. You are responsible for taking action in relation to the alert and logging into your account to get further details of the alert. We will not take any action other than notifying the alert to you. 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.

Credit Rating An assessment of your credit rating will be available to you online. This rating will be based on your history of borrowing and repayment.

Credit Score We will provide your most recent credit score to you. Your credit score is an indicator of how good your credit history is and the likelihood of you getting credit. This will be made available to you online and will be updated when you log into your account.

Victim of Fraud If you suspect that you are the victim of identity fraud, you can speak to one of our experts who will be able to provide you with guidance and information about your Credit Report which may be able to help you assess if you have been a victim. If our expert suspects identity fraud, your details will be passed on to Callcredit who will assign a "victim of fraud" consultant to you. The consultant will further analyse your Credit Report with you to determine whether there are any inaccuracies that require correction.

The consultant will, at your request, open a case on your behalf to seek to have any inaccurate credit information corrected on your credit file, or appropriate notes added. Your "victim of fraud" consultant will work directly for Callcredit, and so will be able to liaise directly, on your behalf, with people or organisations that may have recorded information on your credit file. Your "victim of fraud" consultant is available 8am–8pm Monday to Friday (excluding UK bank holidays) and 9am–5pm on Saturday.

4. FEES

In order to access the Credit Reporting Service a monthly fee, as communicated at the time of your application, will be payable by Direct Debit to STS Commercial Ltd. Depending on your bank, the description of our charge may vary on your statement.

An initial payment at the time of application (if required) will be payable immediately or on the date specified in our offer to you (e.g. 14 days after sign-up) and thereafter the monthly fee in the amount of £19.95 will be payable on the same day of each month as our original billing. Your card may also incur a pre-authorisation charge in the

amount of £0.00, £1.00 or an amount equal to your recurring monthly subscription price.

5. CANCELLATION

A Member may cancel or terminate this agreement at any time by calling us on: 0330 124 3541 or by notifying us in writing at: Terminations, Credit Key, 8a Dunraven Place, Bridgend CF31 1JD.

A refund may be requested by the Member at any time by contacting us at the above referenced number or by mailing us at the above-mentioned address. However, refunds will be given only in the cases of fraud, and/or in the event of our partial or total non-performance or inadequate performance or failure to deliver the agreed upon services to the Member (i.e. site failure or service failure). If the Member uses the services (i.e. signs up using a credit or debit card and validates themselves) then services have been determined and agreed to have been rendered and therefore, except in the circumstances referenced above, you forfeit the ability to demand a full refund for services rendered. For avoidance of doubt as soon as a sign-up occurs for the Membership, services have been delivered for that day and month and every day and month thereafter until Membership is cancelled.

We reserve the right to terminate this Agreement (i.e. cancel Membership) upon giving you one week's notice (save for where there are serious grounds for doing so without notice). In the event of this occurring we will only credit your credit card or debit card in the amount equivalent to the remaining days left in the month, i.e. pro-rata. For avoidance of doubt we will not refund your card for the entire month(s) charges or previous months charges because the service was being used and active. Once your Membership is terminated we will not be required to continue to provide the said services to you after the termination of your Membership.

You may terminate this Agreement (and cancellation of Membership) by giving us one week's notice.

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.

Upon termination of Membership and if the termination is within the Trial 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. However, if the termination is at any time after the Trial Period, then the Member will not owe any further Membership Fees in addition to those Membership Fees that are already due (and the Member will not be entitled to a refund of any past Membership Fees charged to the Member's account (save for cases where there has been inadequate performance by us); and entitlement to access, make use of or benefit from Membership (including the Credit Reporting Service) shall cease.

Your contract for the Credit Reporting Services comes into existence once you have received the on-screen message that your application has been successful. If, as part of the application process, you are asked to submit some documents to us, your contract for the Credit Reporting Services comes into existence on the day that we are able to successfully verify your identity using those documents.

6. MEMBERSHIP FEES AND CONTINUOUS PAYMENT AUTHORITY

When you sign up and agree to be a Member of our services, you provide us with a continuous payment authority ("CPA") so that we can collect repayments automatically from your bank account using the debit card or the credit card that you nominate for this purpose (please see below for further information concerning CPA).

A Member may be entitled to a Trial Period of Membership, details of which are located on the website you were shown or marketed to at the time of your initial sign-up to be a Member in our services. A Member can cancel at any time in accordance with our "terms & conditions" located in the above paragraph or the link at the bottom of the said website with the link displaying refund policy.

After the Trial Period, the monthly Membership Fee of £19.95 is payable in advance and will be automatically charged at the end of the Trial Period or on Renewal by use of CPA.

If the attempt for the charge of the agreed upon Membership Fee at the end of the Trial Period or at Renewal is unsuccessful we shall make immediate attempts on that day to contact you by phone, email and/or text message and find out why you have been unable to meet your Membership Fee obligations.

If we have been unable to determine a method for you to pay your Membership Fee we shall use CPA to make up to five (5) additional attempts for the full Membership Fee. For avoidance of doubt we will use commercially reasonable efforts to use the following schedule in an effort to allow you to fulfil your agreement to pay the Membership Fee for the services rendered:

- one attempt will be made on the first Friday following the end of the Trial Period;
- one attempt will be made on each of the four successive Fridays following the attempt set out in the previous bullet point.

Throughout the period referred to in the above paragraphs your access to the Service may be suspended pending receipt of the Membership Fee.

The attempts set out in the above paragraphs will continue until payment in full has been received, or an alternative payment plan has been agreed or the limit of 5 further attempts has been reached, at which point the Membership will be terminated.

To cancel this CPA you may contact your bank directly. Alternatively, you may ask us to cancel it by using the contact details found in the above paragraphs. 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.

We may increase or decrease the Membership Fee on 30 days' notice on the Website and by notice by email or letter to the Member. If the Member does not agree with any such change, the Member may terminate this Agreement by calling us on: 0330 124 3541 or by notifying us in writing at: Terminations, Credit Key, 8a Dunraven Place, Bridgend CF31 1JD.

7. INFORMATION ABOUT US

Credit Key is a trading style of William Ellis Sinclair ("WES").

William Ellis Sinclair is regulated by the Financial Conduct Authority and operates under permission number 618190, with registered address 8a Dunraven Place, Bridgend CF31 1JD.

William Ellis Sinclair is registered with the Information Commissioner's Office in compliance with the Data Protection Act 1998 and our registration number is ZA033005.

8. INTELLECTUAL PROPERTY

The content, organisation, graphics, text, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed under "Limited Rights of Use" below, is strictly prohibited. WES or other third parties own the intellectual property and other rights in any content, document or material viewed through the site and you do not acquire ownership rights to any such content, document or other materials viewed through the Site. The posting by WES of information or materials on the Site does not constitute a waiver of any right in such information and materials.

Additionally, you agree that you will not: (a) remove or alter any author, trademark or other proprietary notice or legend displayed on our Site (or printed pages produced from our Site); and (b) make any other modifications to any documents obtained from our Site other than in connection with completing information required to transact

business with WES.

9. LIMITED RIGHTS OF USE

For viewing, printing or the downloading of any content, video, audio, graphic, form or document from the Site: WES grants you only a revocable, non-exclusive licence for use solely by you for personal, non-commercial purposes limited to the use as is reasonably required to view and listen to the content and navigate through the pages and links generally available to the public using a standard Internet browser and standard media player, and not for republication, distribution, assignment, sub-license, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal, non-commercial use (but not for resale or redistribution).

10. ACCESSING THE SITE

We reserve the right at our sole discretion to change, edit or delete any documents, information or other content appearing on the Site. Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents from the Site is not transferable, you must treat information as confidential and you must not disclose it to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions in this Agreement.

11. LIMITATIONS ON, AND DISCLAIMERS TO OUR LIABILITY

We will endeavour, so far as is reasonably practicable, to ensure the accuracy of any material displayed on our Site.

In no event will WES or its third-party partners or agents or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in this Site or for any consequential, special or similar damages.

A credit report and credit score are an indication of your financial position. In the event you use your credit report and/or credit score to obtain credit, you should ensure that you are able to afford to make any repayments as they fall due.

If you think that any of the details on your credit report are incorrect, then 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 Callcredit Limited (the credit reference agency). If they agree that the information is inaccurate, they can make the necessary amendment or ask the credit reference agency that supplied your report to update your file. For more information, please consult our FAQs.

We will not be liable (other than for fraudulent or negligent misrepresentations) for any economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); loss of reputation; or special or indirect losses suffered or incurred by you.

12. LINKS TO OTHER WEBSITES

The Site may now, or hereafter from time to time, contain links to third-party websites. We do not control, investigate, monitor or check such websites, we are not responsible for the computer programs available from, content, privacy policies or opinions expressed on such websites, and we do not investigate, monitor or check such websites. We provide such third-party links only as a convenience to visitors of the Site, and the inclusion of a link does not imply approval or endorsement of the linked site by us. If you decide to leave the Site and access any third-party website, you do so at your own risk and you should refer to the terms and conditions of those websites including their privacy

policy before you use their services or submit any personal data to them. We cannot guarantee or warrant the content and/or accuracy of third-party links displayed and/or accessed from our Site and we make no representations as to the accuracy or any other aspect of the information contained in other sites.

13. SITE SECURITY

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

In the event you mis-use our Site we may, where we believe we have reason to believe that offences may have been committed under the Computer Misuse Act 1990, inform the relevant authorities and bring legal action. Where we report any such breach to the relevant law enforcement authorities, we will co-operate with those authorities by disclosing your identity to them. We do not accept any responsibility for any equipment or connection failings which affect your access to/use of the site, or for security of the same. You are responsible for the security of your own computer systems and the transfer of any information from it.

We also do not accept responsibility for the loss or corruption of any material in transit, or the loss of or corruption of any material when downloaded onto any computer systems.

14. INFORMATION AND PRESS RELEASES

The Site contains interviews, discussions, press releases and other information (collectively, "Information") about us, our business and our services, including links to third-party websites that contain such Information, which are being provided as a convenience to visitors of the Site. While all Information prepared by WES was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update any Information. Statements concerning companies other than WES that are contained in any such Information should not be relied upon as being provided or endorsed by us. The opinions expressed in any Information, including by employees and agents of WES, are solely those of the author(s) and do not necessarily reflect those of WES. With respect to Information, contained in links to third-party websites, please refer to "Links to other websites" set out above.

15. VISITORS' COMMUNICATIONS

Except where expressly stated otherwise by us, all comments, feedback, information, or materials that you submit through or in association with the Site shall be considered non-confidential. By submitting such comments, feedback, information, or materials to us:

- You represent and warrant that WES's use of your submission does not and will not breach any agreement, violate any law, or infringe any third party's rights.
- You represent and warrant that you have all rights to enter into this Agreement.
- You grant WES all necessary rights, including a waiver of all privacy and moral rights, to use all comments, feedback, information, or materials, in whole or in part, or as a derivative work, without any consequential duty or obligation arising on WES to anyone whatsoever.

We do not accept unsolicited ideas, works, or other materials, and you acknowledge that you are responsible for and bear all risk as to the use or distribution of any such ideas, works, or materials. WES expressly prohibits the scraping of email addresses from any WES website (including all areas of this Site) and expressly opts out of receiving commercial electronic mail messages to WES domain email addresses that were obtained in violation of the foregoing or by use of automatic address-generation software.

16. PRIVACY

Credit Key's Privacy Policy applies to the use of our Site and its terms are made a part of this Agreement by this reference. Any personal data we process about you will be processed in accordance with our Privacy Policy and by using our Site to transmit personal data you consent to such processing and you warrant that information provided by you is accurate.

17. ELIGIBILITY

The services and products that we provide on our Site are intended for those over 18 years of age only, and information contained on our Site does not amount to an invitation to clients who are under 18 to buy any services or products. In addition, you may only register for the Credit Reporting Services if you are resident in the United Kingdom. By registering on the Site and making the application to use the Credit Reporting Services, you confirm that you meet these requirements.

All transactions for the supply of services concluded through our Site are governed by a separate agreement to be entered into at the time of subscription or purchase of those services.

18. MISCELLANEOUS

The Site can be accessed from different locations around the world and may contain references to WES's services, and programs that have not been announced where you are located. These references do not imply that WES intends to announce such products, services or programs where you are located. This Agreement shall be treated as though it were executed and performed at 8a Dunraven Place, Bridgend CF31 1JD, and shall be governed by and construed in accordance with the laws of England and Wales (without regard to conflict of law principles).

All actions shall be subject to the limitation of liability section in these Terms of Use. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against you or us. Should any part of this Agreement be held invalid or unenforceable, that provision(s) shall be construed as consistent with applicable law and the remaining provisions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

All communications with you will be in English.

19. QUERIES OR COMPLAINTS

If you have a complaint about our services, you should write to us and we will endeavour to resolve it as soon as possible.

By email to: support@creditkey.uk

By post to: Customer Services, Credit Key, 8a Dunraven Place, Bridgend CF31 1JD.

If your query relates to data that Callcredit holds, or if we are unable to resolve your query or dispute, we may refer your query or dispute to Callcredit. Callcredit's Complaints Policy can be found at: <http://www.callcredit.co.uk/consumer-solutions/frequently-asked-questions/complaints-procedure>

Complaint Resolution: We have a complaint-handling process (see Complaints), 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 statutory alternative dispute resolution provider for financial services in the UK – the Financial Ombudsman Service.

The Ombudsman 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.fos.org.uk

Online Dispute Resolution Platform: You may also complain using the European Commission's Online Dispute Resolution platform. This is an online facility designed to help consumers to resolve complaints they have, where they have bought goods and services online. This platform can be accessed via the following link:
<https://webgate.ec.europa.eu/odr>

I acknowledge and hereby agree to the Terms and Conditions of this website. Take me back to sign up to see my Credit Score and Report. >>