

SPECIAL TERMS AND CONDITIONS RELATING TO NAMES DATA

1. Definitions

1.1 In these Special Terms and Conditions the following words and expressions shall have the following meanings:

“Customer”	the end-user customer using Names Data provided by Experian QAS;
“Data Quality”	Capturing, validating, standardizing, appending, cleaning (including selecting by means of data suppression or de-duplication) and/or matching of the Customer’s actual and/or prospective client’s names and addresses to improve data accuracy and operational efficiency;
“Experian QAS”	Experian Limited (Company Registration Number 00653331);
“Marketing”	the activity and processes for creating, communicating, delivering (by whatever means) of any advertising or marketing material, including the offer for sale of the Customer’s goods or services, which is directed to particular individuals and/or the promotion of the Customer’s aims and ideals including, without limitation, appealing for funds and/or support and/or attendance at an event promoted by the Customer;
“Names Data”	the data sourced from Experian Limited’s Consumerview marketing database held by Experian Data and Analytics (previously Marketing Information Services) provided to the Customer by Experian QAS, including name, address, date of birth and length of residency information;
“Outsource Agent”	A third party service provider of the Customer;

2. Permitted Purpose

Subject to paragraph 3 below, the Customer shall be permitted to hold and/or use Names Data for the Customer’s own internal use within the United Kingdom at the Customer’s, or the Outsource Agents’, premises for Marketing purposes (including associated Data Quality activities).

3. Additional Conditions of Use and Prohibitions

3.1 The Customer shall not (and shall not entitle any third party to) hold and/or use Names Data:

- (a) for the purpose of assessing creditworthiness;
- (b) for sub-licensing, selling or otherwise disclosing or making available such Names Data to any third party acting (in Experian QAS’s reasonable opinion) as a credit reference agency or as a supplier of information used for assessing creditworthiness;

- (c) for debt collection, asset recovery, tracing, identity verification or authentication purposes; and/or
 - (d) to contact individuals under the age of 16 years for Marketing purposes; and/or
 - (e) to contact individuals under the age of 18 years for Marketing purposes where law or regulation requires a minimum age of 18 years (including, without limitation, the marketing of financial services).
- 3.2 The Customer shall not without the prior written consent of Experian QAS use or permit to be used any Names Data for any other purpose.
- 3.3 The Customer shall, from time to time, at the reasonable written request of Experian QAS, inform Experian QAS in writing of the actual or intended use of Names Data (which Experian QAS shall treat as Confidential Information).
- 3.4 Where Names Data is technically embedded within a software product or service, and cannot be accessed directly except via the software product or service on an individual basis (e.g. using a particular address when using address capture or address cleansing software), the Customer shall ensure that Names Data is stored and used in a secure technical environment at all times and that all reasonable steps are taken by the Customer to avoid unauthorised access to Names Data.
- 3.5 Where Names Data is not technically embedded within a software product or service, and can be wholly or partly accessed, the Customer shall not (and shall not entitle any third party to) hold and/or use Names Data on the hard disk of any laptop or other such portable device, except that the Customer shall be entitled to hold and/or store Names Data relating to postcodes or other aggregated data forms of such postcodes on the hard disk of a laptop or portable device provided that no individual person can be identified from such Names Data and that such Names Data is made (and kept) secure by way of encryption and password technology.

4. Regulatory Framework

- 4.1 The Customer acknowledges that the provision of certain data management services (by Experian QAS and/or generally) is governed and/or restricted by various statutory provisions, regulations, codes of practice, rules and principles relating to the obtaining, use and sharing of personal data ("the **Regulatory Framework**" which shall include the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing, Direct Marketing Association (UK) Limited Code of Practice, Telephone Preference Service rules, Fax Preference Service rules, codes of practice for marketing relevant to your industry or jurisdiction - as such codes are amended and re-drafted from time to time), and that access to certain data is conditional upon the intended recipient entering into and complying with certain obligations. Accordingly (and without prejudice to any other provision of this Agreement) the Customer further acknowledges and agrees that Experian QAS shall be entitled to suspend the provision of Names Data and/or to decline to provide Names Data to the extent that in the reasonable opinion of Experian QAS to do so would be:
- 4.1.1 contrary to any requirement of the Regulatory Framework;
 - 4.1.2 not desirable or practicable by reason of any political regulatory or public pressures;
 - 4.1.3 beyond the entitlement of the Customer to receive any data which it is contemplated the Customer will receive in connection with the provision of the Services.
- 4.2 The exercise by Experian QAS of the rights set out in paragraph 4.1 of these Special Terms shall not terminate any obligation of Experian QAS or the Customer relating to any other Licensed Materials and/or Services.