

IDENFO DIRECT TERMS & CONDITIONS

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AGREED TERMS

Your attention is particularly drawn to the provisions of **clause 12** (Limitation of liability).

1. About us

1.1 **Company details.** IDENFO LIMITED (company number 12001945) (**we** and **us**) is a company registered in England and Wales and our registered office is at Bankside 300 Peachman Way, Broadland Business Park, Norwich, Norfolk, United Kingdom, NR7 0LB. Our UK VAT number is 330 2250 61. We operate the websites <https://www.idenfo.com/> and <https://www.idenfodirect.com/> (**Site**).

1.2 **Contacting us.** To contact us, please email us at support@idenfo.com. How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. Registering with us, placing an order and its acceptance

3.1 Registering with us. Please follow the onscreen prompts to register with us. You may only register using the method set out on the Site.

3.2 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the Site. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

- 3.3 **Correcting input errors.** Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

Acknowledging receipt and accepting your order. After you place your order, you will either receive an email from us acknowledging that we have received it and accepted it, or you will be able to view your order and its Acceptance on our Site (**Order Confirmation**). On the date of Acceptance, (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

- 3.4 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. **Cancelling your order and obtaining a refund**

- 4.1 Our services are provided on a monthly subscription basis. You may cancel the Contract at any time in any month. On receipt of satisfactory notice given in accordance with these terms and conditions, you will not receive any refund for the remainder of the month in which you gave notice, but your contract with us will then terminate at the end of that month with no further monies being taken for the following month.
- 4.2 To cancel the Contract, you must enter our Site and follow the onscreen prompts. We will email you to confirm we have received your cancellation or you can view it on the Site.
- 4.3 If you cancel the Contract, we will stop taking payments from you from the following month's payment date.

5. **Our services**

- 5.1 **Service availability, descriptions and illustrations.** The Services will be generally available except for 00:00 - 06:00. The downtime periods will be timed to minimise customer disruption. Any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 **Compliance with specification.** Subject to our right to amend the specification (see clause 5.3) we will supply the Services to you in accordance with the specification for the Services appearing on our Site at the date of your order in all material respects. The Services are based around a system that when name screening, utilises a comparable algorithm to compare similarity in names with additional scoring adjustments made on other data (such as date of birth or nationality) provided. It should be noted that

customer records which vary considerably from screening lists beyond the range of the system's parameters will not generate a hit.

5.3 Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

5.4 Reasonable care and skill. We warrant to you that the Services will be provided using reasonable care and skill.

5.5 Time for performance. We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

6. Your obligations

6.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Services;
- (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (e) you comply with all applicable laws, including but not limited to privacy and data protection laws;

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause **6.1 (Your Default)**:

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause **14 (Termination)**;
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

7. Charges

- 7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.
- 7.2 The Charges are based on the subscriptions quoted on our Site at the time you submit your order.
- 7.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system.
- 7.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.
- 7.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

8. How to pay

- 8.1 Payment for the Services is in advance. We will take your payment upon acceptance of your order via Stripe, whose terms and conditions you agree to comply with and are [here](#).
- 8.2 We will send you an electronic invoice. For any failed or cancelled payments, a £20 administration fee will be levied.

9. Complaints

If a problem arises or you are dissatisfied with the Services, at first instance please contact us at support@idenfo.com

10. Intellectual property rights

- 10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you), including but not limited to trademarks, trade names, logos, copyright and database will be owned by us. You may access and view the information and may retrieve and display information from the Site on a device and/or print individual pages on paper and/or make a reasonable number of

photocopies and/or store such information in electronic form on your computer's local hard-disk for your personal, non-commercial use only. No part of the information and material may be copied, distributed, reproduced, published or used without our prior written consent.

- 10.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials or data provided by you to us for the term of the Contract for the purpose of providing the Services to you.

11. How we may use your personal information

11.1 We will use any personal information you provide to us to:

- (a) provide and improve the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

11.2 We will process your personal information in accordance with our Privacy Policy, the terms of which are incorporated into this Contract.

12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence and;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill

- (g) any loss owing or arising as a result of any error, incorrect information or out of date information in any third party database or resource used by us as part of providing the Services; and
 - (h) any indirect or consequential loss.
- 12.3 Subject to clause 12.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the payments made and received by us under the Contract over the preceding 12 months less any processing fees paid under the Contract.
- 12.4 We have given commitments as to compliance of the Services with the relevant specification in clause 5.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract
- 12.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire three (3) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.6 The information and contents available on our Site are for general information and use and is provided on an “as is” basis. Whilst we take all reasonable care to check the accuracy and completeness of the information and contents of our Site, to the fullest extent permitted by law, we make no representation and give no warranties as to the completeness, accuracy, availability or fitness for any particular purpose of the information and contents.
- 12.7 This clause 12 will survive termination of the Contract.

13. Confidentiality

- 13.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.
- 13.2 We each may disclose the other's confidential information:
 - (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract.

We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

14. Termination, consequences of termination and survival

14.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) In the case where you have signed up for the Services for a trial period or to use any free trial screenings without any subscription being payable, you then fail to access any of the Services for any period of 60 days or more;
- (b) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
- (c) you fail to pay any amount due under the Contract on the due date for payment;
- (d) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (e) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (f) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- (g) your conduct or actions carried out by you or any notification, judgement or other sanction against you make it so that in our opinion, it is no longer appropriate to continue to provide the Services to you.

14.2 Consequences of termination

Termination of the Contract will not affect our rights and remedies that have accrued as at termination.

14.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15. **Events outside our control**

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

16. **Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

17. **Communications between us**

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered by email.

17.3 A notice or other communication is deemed to have been received
if sent by email, at 9.00 am the next working day after transmission.

17.4 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1 Assignment and transfer

(a) We may assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 **Severance.** Each paragraph of these Terms operates separately. If any provision of the Contract is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of the Contract, which shall remain in full force and effect.

18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.