

## I. PrivacyGuard® Terms & Conditions - General Section

Your contract as a PrivacyGuard® Member is made up of 2 separate key documents - your Welcome Letter and these Terms & Conditions (together, "Your Agreement"). Please keep your Welcome Letter with these Terms & Conditions together and in a safe place for future reference.

Please note that, as a PrivacyGuard® Member, you enter into contracts with 3 entities:

- The first is with PrivacyGuard® (the trading name and registered trademark of Affinion International Limited), who administers the Services with the involvement of PrivacyGuard's sub-contractor Experian. The terms of your contract with PrivacyGuard® are set out in the Services Agreement which incorporates the terms of the Welcome Letter and this General Section.
- The second is with Trilegiant Corporation who provides the CardCops Service. The terms of your contract with Trilegiant are set out in the CardCops Service Agreement.

The contact details for and further information about each of these parties' authorisations and activities are set out below.

It is important that you read all of the documents forming Your Agreement carefully since they contain important information about your PrivacyGuard® Membership, including your rights and obligations.

### Definitions of words used in Your Agreement

#### Application

Means your Internet, phone, postal or other application to be a PrivacyGuard® Member, which will be considered by PrivacyGuard® prior to the commencement of the Term.

#### Business

Means any employment, trade, hobby, profession or occupation.

#### CardCops Service

The service provided by Trilegiant as described in section IV below.

#### CardCops Service Agreement

The section of Your Agreement that you entered into in accordance with section IV below.

#### CIFAS

CIFAS is the UK's Fraud Prevention Service.

#### Credit Report and Credit Monitoring Services

The services provided by Experian as set out in section IV below.

#### Experian

Experian Limited. Registered in England: company number 653331. Registered office: Landmark House, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

#### Experian Service Agreement

The section of Your Agreement that you entered into in accordance with section V below.

#### Fees

The fees payable by you for your PrivacyGuard® Membership are as notified to you during the Application process, and confirmed to you in your Welcome Letter. The fees will be charged according to the payment method set out in your Welcome Letter.

#### General Section

This general section which forms a part of Your Agreement.

#### Identity Fraud Resolution Service

The provision to you of a telephone help desk service to answer your queries and generally assist you in recovering from an Identity Theft Event.

#### Fees

You will be charged the Fees at the end of the Trial Period and periodically thereafter as described in your Welcome Letter unless Your Agreement is cancelled or terminated by you or by PrivacyGuard® (see below for details). Future Fees for Your Membership will be at the rate notified to you in advance in accordance with the section entitled "Changes to Your Agreement".

#### Term

Your PrivacyGuard® membership will run throughout the Term, unless terminated or cancelled as stated under the Section titled "Cancellation and termination" below.

#### Cancellation and termination

##### Your right to cancel

On commencement of Your Agreement, you can cancel Your Agreement at any time up until the end of the Trial Period by giving notice to PrivacyGuard® either by writing to us at PrivacyGuard®, Operations Centre, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF, or by calling us on 0800 085 2150. If you cancel during the Trial Period, you will be entitled to a refund of the Fees you have paid to PrivacyGuard®, if any. Please note that this gives you a longer cancellation period than that to which you are entitled under current English law which is 7 working days from the day after commencement of Your Agreement (as confirmed in your Welcome Letter).

On expiry of the Trial Period, you can terminate Your Agreement at any time and no further periodic Fees will be payable from that date. No periodic Fees already paid will be refundable however. If Your Agreement renews annually, PrivacyGuard® will write to you in advance of your renewal date notifying you of your right to cancel. If you do not cancel, Your Agreement will automatically renew for another Year and any Fees paid for such renewal period will not be refundable.

##### Termination of Membership

Your Agreement will end automatically on whichever of the following happens first:

- the date your Agreement is cancelled by you or PrivacyGuard®;
- the date you cease to be resident within the UK;
- at PrivacyGuard's discretion if the Fee for this product is not paid.

PrivacyGuard® may cancel your agreement at our discretion by giving you 30 days notice in writing. If this occurs you may be entitled to a pro rata return of the fees.

#### Changes to Your Agreement

We will notify you in writing regarding any material changes to the terms and conditions of Your Agreement and any changes to the Fees. Wherever possible, we will endeavour to notify you of such changes at least 30 days in advance of them taking effect. In the event of such changes your attention is drawn to your general right of termination as set out above. These and any other such changes will be displayed on the Website or you can call 0800 085 2150 for more information about the services currently offered.

#### Choice of Law

Unless PrivacyGuard® agrees otherwise, the language of Your Agreement and each part thereof generally and all communications relating to it will be English. Except as set out in your CardCops Service Agreement, 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 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.

## II. Services Agreement

This Services Agreement is between you as a PrivacyGuard® Member and Affinion International Limited and incorporates the terms of the Welcome Letter and General Section.

### The Services provided by PrivacyGuard® and its contractors or agents

#### Identity Fraud Resolution Services

If you need any advice about your credit report or about Identity Theft you can call PrivacyGuard® on 0800 085 2150. If you think you are a victim of identity fraud, PrivacyGuard® can provide advice and may assign you a victim of fraud consultant who will analyse your credit report with you, and if necessary formally open a case on your behalf and liaise directly with any lenders searching your credit report, or that have recorded a credit account, to seek to have any inaccurate credit information corrected by the lender. Your dedicated victim of fraud consultant is available between the hours of 8am - 8pm Monday to Friday, 8am - 5pm Saturday, excluding UK bank holidays. For general enquiries, the Identity Theft Advice and Resolution Service will be available 24 hours per day, 7 days per week, 365 days per year. The Services provided to you are limited to the description above. The Services are provided whether or not an Identity Theft Event has actually occurred. The Identity Fraud Resolution Service is not insurance, and nothing in Your Agreement will oblige PrivacyGuard® or Experian to compensate you or assume any risk of or in relation to an Identity Theft Event occurring. For the avoidance of doubt, neither PrivacyGuard® nor Experian will be able to become involved in any legal proceedings with a lender or any other investigatory body if a lender disputes whether there has been an Identity Theft Event.

#### CIFAS Protective Registration

If you are at risk of identity theft we will place a protective registration warning with CIFAS to help protect you. Upon placing the warning, Affinion International will send you a form requesting your signed confirmation to keep this service. Unless you return the signed form within 21 days the date of the warning was placed, the warning will automatically be removed.

#### How to make a complaint regarding the Services?

If you have cause for dissatisfaction and wish to complain about the service elements of this product or about the way in which the product was sold please contact PrivacyGuard® on 0800 085 2150 or write to: The Customer Services Department, PrivacyGuard®, Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF quoting your membership number. PrivacyGuard® aim to promptly solve most of their customers' complaints at the initial point of contact. PrivacyGuard® 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 PrivacyGuard® cannot resolve your complaint within this time they will write to you within 5 working days, and do their best to resolve the problem within 4 weeks. If PrivacyGuard® cannot respond within these timescales they will write to you again within 4 weeks to provide you with a final response or to let you know when they will contact you again, which will be within 8 weeks from when you first contacted PrivacyGuard® about your complaint. If PrivacyGuard® have not resolved your complaint to your satisfaction within eight weeks from when you first contacted them you may refer your complaint to the Financial Ombudsman Service for an independent review.

## Credit Reports

Your first credit report will be sent to you on behalf of PrivacyGuard by Experian upon receipt of a valid and complete credit report application form. This will be enclosed with your Welcome Letter. By completing this credit report application form, you are authorising Experian to process a report under Section 7 of the Data Protection Act 1998, subject to authentication. After receipt of your credit report application, this will activate the Credit Monitoring Service and Experian will provide you with monthly alerts notifying you of any significant changes to your credit report.

## Credit Monitoring Services

Once your credit report has been requested as set out above, you will receive a monthly notification alerting you if any of the following occur in the previous month:

- Your Experian credit report is searched,
- An account is added or deleted from your credit report,
- A change is made to the payment 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 PrivacyGuard® will notify you every 3 months that this is the case.

## General rights

Your Agreement and any representations given to you during your Application constitute the entire agreement between you and PrivacyGuard®. Any failure by PrivacyGuard® to exercise or enforce any right or provision of Your Agreement shall not constitute a waiver of such right or provision. If any provision of Your Agreement is found by a competent jurisdiction to be invalid, then the remaining provisions shall remain in full force and effect. Save in respect of clauses excluding or restricting our liability (in which case, those persons mentioned shall have rights to enforce such provision against you), a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

## Security

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

## Call Monitoring

You are advised that any telephone calls made to both PrivacyGuard® and PrivacyGuard's administration and claims handling units may be recorded. These recordings may be used to monitor the accuracy of information exchanged between PrivacyGuard® customers, and PrivacyGuard's own staff. They may also be used to allow additional training to be provided to both PrivacyGuard® staff, 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 receive the full benefits provided by the Services, you should keep PrivacyGuard® informed of any changes, additions or deletions to the account you have registered for payment of the Fees. You should inform PrivacyGuard® of any change to your permanent address.

## Data Protection Act

The details you supply will be stored securely and used by PrivacyGuard® to administer your PrivacyGuard® membership. Information may be disclosed to regulatory bodies and/or your bank or card issuer and to Experian and Trilegiant for the purposes of providing the Services. These details will not be kept for longer than necessary. You are entitled to a copy of all of the information held about you for which PrivacyGuard® may charge you £10. Your bank/card issuer will pass your name, address and card details to PrivacyGuard® 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 a sister company of Affinion International) for the purposes of data processing relating to the provision of Services. Unless you have requested otherwise during your Application or at any other time, your details may also be used by PrivacyGuard® or passed to carefully selected third parties so as to send you information about products and special offers that may be of interest to you. Your data may also be disclosed to third parties where required by law or in the event that PrivacyGuard® merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more information about PrivacyGuard's data processing activities or to opt-out of receiving marketing communications at any time, please write to Customer Services Manager, PrivacyGuard®, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

## Liability

**Promises:**  
PrivacyGuard® 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, PrivacyGuard® excludes all other promises to the extent that PrivacyGuard® 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 PrivacyGuard® are not legally allowed to exclude).

### Limitation of Liability:

This section (and any other section excluding or restricting our liability) applies to PrivacyGuard's directors, officers, employees, subcontractors, agents and affiliated companies as well as to PrivacyGuard®. Nothing in these Terms and Conditions in any way limits or excludes PrivacyGuard'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 these Terms and Conditions, PrivacyGuard's liability of any kind in respect of any Services or otherwise shall be limited to the amount of Fees payable by you in any 12 month period under Your Agreement. In no event will PrivacyGuard® 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 PrivacyGuard® 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 PrivacyGuard® and you at the commencement of the Term and is not attributable to PrivacyGuard's negligence or breach of Your Agreement. PrivacyGuard® 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 or for any reason that is beyond our reasonable control.

# III CardCops Service Agreement

CardCops is provided by Trilegiant. Your CardCops Service Agreement shall constitute the agreement between Trilegiant and you, the end user of this service. By registering your personal details on the CardCops website, you agree to be bound by these Terms.

## Service

- (a) The CardCops Service will provide You with daily monitoring of public databases for your credit and debit cards (up to ten (10) in the aggregate) registered on the CardCops site, and you will be notified in the event that CardCops determines that any of such credit or debit card numbers may have been compromised. However, CardCops does not guarantee that it will discover all (or any) of your credit or debit cards that have been compromised.
- (b) Trilegiant reserves the right to change or modify the terms and conditions of this CardCops Service Agreement at any time and without notice.

## Who May Use

You agree that you will use the CardCops Service only for your own behalf, and not for any commercial or other purpose. You will be responsible for all use of your user name and/or password and must notify Trilegiant immediately of any unauthorised use of your user name and/or password, or the theft or misplacement of the same.

## Liability

- a. Neither Trilegiant nor any of its respective affiliates shall have any liability to you in providing you with, or make any warranty, express or implied, for the accuracy or completeness of the information contained in, the reports which you receive as part of the CardCops Service. Neither Trilegiant nor any of its affiliates assume any liability for damages, direct or indirect, consequential or incidental, in connection with the performance of the service or your request, use or attempted use of the service. Neither Trilegiant nor any of its respective affiliates are responsible for negative factual information contained in any reports you receive as part of the CardCops Service. The aggregate liability of all such parties to you in any event is limited to the amount which you have paid for the service. The CardCops Service is not a credit counseling service and does not promise to help you obtain a loan or improve your credit history or score. The terms of this section shall survive any termination, cancellation or expiration of this CardCops Service Agreement.
- b. Nothing in this agreement shall:
  - (i) affect your statutory rights including your right to receive a reasonable standard of service; or
  - (ii) exclude or limit Trilegiant's liability for death or personal injury resulting from Trilegiant's negligence or fraud or for the negligence or fraud of Trilegiant's agents or employees. However, you agree that your use of the CardCops Service, this site and the content is provided without any other promises or guarantees by Trilegiant.

## Governing Law; Arbitration

This CardCops Service Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Connecticut. If there is a dispute between you and Trilegiant, either party may elect to have it resolved by proceeding in small claims court or by final and binding arbitration administered by the National Arbitration Forum, or the American Arbitration Association, under their rules for consumer arbitrations. All disputes in arbitration will be handled just between the named parties, and not on any representative or class basis. YOU ACKNOWLEDGE THAT THIS MEANS THAT YOU MAY NOT HAVE ACCESS TO A COURT OR JURY. The terms of this Section shall survive any termination, cancellation or expiration of Your Agreement.

## Termination

Trilegiant may cancel this CardCops Service Agreement at its discretion upon written notice to you, including, without limitation, in the event that you are in breach of any of the terms set out hereunder.

## Electronic Communications

Trilegiant, at its option, may communicate with you regarding the CardCops Service by mail, by telephone or by electronic communications. Trilegiant may communicate with you electronically by means of electronic mail to the email address you provide when you register for the CardCops Service and/or postings to the CardCops Service website. Trilegiant may communicate electronically to you the following types of communications: CardCops Service Agreement (including any amendments thereto), notices or disclosures regarding the CardCops Service, and other matters relating to your use of the CardCops Service. You will need the following software and hardware to access electronic communications sent to you by Trilegiant as part of the Service: IBM or MAC compatible computer, Internet access, a working email address, and Internet Browser (Internet Explorer version 5.2 or a later version). To retain copies of electronic communications, you must print a copy using a printer attached to your computer, or save an electronic copy to your computer's disk or other storage device.

## Privacy

Details about how Trilegiant maintains and uses registration data and other information about you is set out in Trilegiant's privacy policy, which is available on the CardCops website. If you are located outside of the United States, note that information that you provide to Trilegiant is being sent to the United States. By registering your details with CardCops, you consent to your data being sent to the United States for the purpose of providing the CardCops Service.

## General

This CardCops Service Agreement is personal to you, which means that you may not assign your rights or obligations under this CardCops Service Agreement to anyone. No third party may benefit from this Agreement. Except insofar as this CardCops Service Agreement expressly provides that a third party may in his or her own right enforce a term of this CardCops Service Agreement, a person who is not a party to this CardCops Service Agreement has no right to rely upon or enforce any term of this Agreement. If any provision of this CardCops Service 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 this CardCops Service Agreement that shall remain in full force and effect.

## Registration

Registration will be available via the Website. You will then be required to enter personal details required to be monitored and also a valid email address to which any alerts will be sent. It is your responsibility to keep the your registered details current and up to date.

CardCops is a service provided by Trilegiant Corporation. The CardCops service may be modified or improved at any time and without prior notice. CardCops is a service mark of Trilegiant Corporation.

## Your Eligibility

PrivacyGuard® Membership is only available to UK residents at least the age of 18 years. In the event that PrivacyGuard® is informed that you are not at least 18 or are not or are no longer a resident in these territories, then Your Agreement will be terminated immediately. You are under an obligation to inform PrivacyGuard® if you are moving and will no longer be a UK resident.

PrivacyGuard® is a trading name and registered trademark of Affinion International Limited. Registered in England No. 1008797. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ.