



# Terms & conditions

**Website Terms of Use - 25 April 2016**

**Terms and Conditions applicable after  
25 April 2016**

**Terms and Conditions applicable  
28 April 2015 to 25 April 2016**

**Terms and Conditions applicable  
pre 28 April 2015**

# Website Terms of Use

These Terms of Use apply when you ("You"/"Your") access mycreditmonitor.co.uk, a website owned and controlled by TENERITY Limited ("We"/ "Us"/"Our") (in each case referred to here as the "Site").

By accessing the Site, You agree to be bound by these Terms of Use. If You do not agree to be bound by these Terms of Use, You may not access or use the Site and must leave immediately.

We reserve the right to change or update these Terms of Use from time to time. These Terms of Use were last updated on 20/05/2014 and We advise that You check them regularly to make sure that You are apprised of any such changes.

Any products or services which We make available to You on or via the Site are subject to additional terms and conditions which will be notified to You on the Site when You subscribe for or purchase any of Our products or services.

## 1. Information about us

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- 1.1 We are TENERITY Limited, a company registered in England and Wales and our address is 3rd Floor, 6 Ramillies Street, London, W1F 7TY, UK.
- 1.2 You may call us on 0344 381 4163
- 1.3 Our VAT number is GB 125495408

## 2. The site information

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- 2.1 The information contained on the Site is provided for general information only. It is not intended to be a comprehensive account of Our activities and has not been prepared for any other purpose. Any financial related or other service or product referred to in the Site may not be available to all customers or in all cases or may be available only where specifically requested and agreed upon and may be associated with certain specific fees and conditions attached.
- 2.2 Access to the information contained within the Site may be restricted by laws and regulations applicable to the user. The information in the Site does not constitute either an offer to sell or a solicitation or an offer to buy in a country in which this type of offer or solicitation is unlawful, or in which a person making such an offer or solicitation does not hold the necessary authorisation to do so, or at all. Accordingly, You are responsible for ascertaining the legal requirements which would affect Your acquisition of any product or services.

## 3. Intellectual property rights

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- 3.1 Your use of the Site and its content grants no rights to You in relation to Our (or Our licensors') intellectual property rights including, without limitation, copyright, trade marks, logos, graphics, photographs and text or the intellectual property of third parties contained in the Site.
- 3.2 You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the web pages or materials on the Site or the computer codes of elements comprising the Site other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.
- 3.3 Any use other than that permitted under this Clause 3 may only be undertaken with Our prior express authorisation.

## 4. Links to other sites

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We may provide links to other websites from time to time (via advertising or otherwise). These links are provided for Your ease of reference and convenience only. We do not control such third party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not be liable to You in respect of any loss or damage which You may suffer by using those sites. You agree that You will not involve Us in any dispute between You and the third party.

## 5. Your use of the sites

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- 5.1 You agree that, in accessing or using the Site, You will not:
  - 5.1.1 use the Site in any way that may lead to the encouragement, procurement or carrying out of any criminal or otherwise unlawful activity;
  - 5.1.2 use the Site for any purpose other than Your personal use; nor
  - 5.1.3 do anything that may cause damage to the Site or servers, systems or equipment or those of third persons including, without limitation, hacking, distribution of viruses, logic bombs or other harmful computer devices.
- 5.2 We reserve the right to suspend, restrict or terminate Your access to the Site at any time at Our discretion.

## 6. Accuracy of information

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- 6.1 Although we have taken all reasonable care that the information contained within the Site is accurate at the time of publication, no representation or promise (including liability towards third parties), expressed or implied, is made as to its accuracy or completeness or fitness for any purpose by Us, or Our group companies or contractual partners.

6.2 Subject always to Clause 8, We specifically disclaim any liability for errors, inaccuracies or omissions on the Site and for any loss or damage resulting from its use unless attributable to Our negligence.

## **7. Your legal obligations and your promises**

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You undertake to comply with the restrictions on Your use of the Site as set out in these Terms of Use and to compensate and hold Us harmless from any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Site including any breach or suspected breach of these Terms of Use or Your violation of any law or the rights of a third party.

## **8. Our legal obligation and limits on liability**

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8.1 Nothing in these Terms of Use shall exclude or limit Our liability for: fraudulent misrepresentation; or death or personal injury resulting from Our negligence or the negligence of Our employees or agents; or any other loss or damage caused by Our negligence.

8.2 We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Site and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features. It is Your responsibility to ensure that You have necessary computer security protections in place when using the internet.

8.3 We do not promise that the Sites will be available uninterrupted and in a fully operating condition. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.

8.4 Subject always to Clause 8.1, Our total liability to You arising out of or in connection with the Site and/or these Terms of Use shall be limited to five hundred pounds (£500).

## **9. Privacy**

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9.1 You must read Our Privacy Policy which contains important information about Our use of Your personal data and other information regarding Your privacy. By accessing the Site, You will be deemed to consent to the terms of the Privacy Policy so we recommend that You read this carefully.

9.2 We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching these Terms of Use or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders.

## **10. Severance**

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If any provision of these Terms of Use shall be 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 these Terms of Use which shall remain in full force and effect.

## **11. Law and jurisdiction**

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These Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland where You are domiciled there and choose that they shall apply). Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England unless You choose the jurisdiction of Your domicile in Scotland or Northern Ireland.

## **12. Force Majeure**

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We shall not be liable for any failure, any suspension or any termination of access to the Sites or any content in connection with or arising out of any event beyond Our reasonable control.

Calls to 03 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages. Calls will be recorded and monitored for training and quality purposes.

MyCreditMonitor is provided by Tenergy Limited. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY. Registered in England No. 1008797. VAT number GB125495408. Tenergy Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

# Terms and Conditions applicable after 25th April 2016

## SECTION 1. GENERAL SECTION

**Your MyCreditMonitor membership** is made up of 2 separate key documents - **your welcome email** and this document which includes the **Terms & Conditions** (together, "**your agreement**"). Please keep **your welcome email** 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 MyCreditMonitor membership**, including **your** rights and obligations.

**Your agreement** is a contract between **you** and **Tenerity Limited (Tenerity)**. **Tenerity** will 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**. In order to provide the **services**, **we** therefore have to share data collected from **you** with such **subcontractors**.

**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

**MyCreditMonitor membership** is only available to **UK** residents who are at least 18 years of age. **You** are under an obligation to inform **Tenerity** if **you** are moving and will no longer be a **UK** resident. **MyCreditMonitor 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

#### **"Application"**

Means **your** internet or other **application** for **MyCreditMonitor membership**, which will be considered by **Tenerity** prior to the commencement of the **term**.

#### **"Business"**

Means any employment, trade, profession or occupation.

#### **"Credit Report and monitoring services"**

Means the **Credit report service** including credit score and credit profile monitoring service described in Section 2 below.

#### **"Fees"**

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

#### **"MyCreditMonitor"**

Means the MyCreditMonitor service provided by **Tenerity**.

#### **"MyCreditMonitor membership"**

Means **membership** of **MyCreditMonitor** comprising the provision of **services** to **you** in consideration for payment of the **fees**.

#### **"Information"**

Means any documents, notifications or advice delivered to **you** by **Tenerity** 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 **Tenerity** and its **subcontractors** to **you** as part of **your MyCreditMonitor membership** set out at section 2 below and includes:

- a. Credit report service including credit score.
- b. Credit profile monitoring service.
- c. Credit Statements.
- d. Credit Assessment.
- e. Credit management guidance line.

#### **"Subcontractors"**

Means **Tenerity subcontractors** and service providers and currently includes **TransUnion** .

#### **"Tenerity"**

Means **Tenerity** Limited. Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY, United Kingdom. **Tenerity** Limited, provides the services to **you** through its **subcontractors** under **your agreement**. VAT number GB 125 4954 08. **Tenerity** Limited is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial Services Register number is 311584. **You** can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

#### **"Terms and Conditions"**

Means these **Terms and Conditions**.

#### **"TransUnion "**

Means **TransUnion** International UK Limited, which is part of **TransUnion** Information Group. **TransUnion** International UK Limited is registered in England and Wales with company number 03961870. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP. **TransUnion** International UK Limited is authorised and regulated by the Financial Conduct Authority under registration number 737740.

#### **"UK"**

Means the United Kingdom including Northern Ireland

“We, our or us”

Means **Tenerity**.

“Welcome email”

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

“You, your”

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

“Your agreement”

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

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### Term

**Your MyCreditMonitor** membership will continue until terminated or cancelled in accordance with the ‘Cancellation and termination’ section of these Terms & Conditions.

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### Fees

**You** will be charged the **fees** as described in **your welcome email** unless **your agreement** is cancelled or terminated by **you** or by **Tenerity** in accordance with the “Cancellation and Termination” section below. We may change the **fees** for **your MyCreditMonitor membership** and will give **you** at least 30 days advance notice before making any such change. **Your MyCreditMonitor membership** will continue until terminated or cancelled as in accordance with the “Cancellation and termination” section below.

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### Validating your identity with TransUnion

The **Credit Report and monitoring services** are subject to **your** identity being validated with **TransUnion**. **We** will notify **you** when we have validated **your** identity with **TransUnion** and let **you** know that **your Credit Report and monitoring services** have been activated.

If **TransUnion** are unable to validate **your** identity **your Credit Report and monitoring services** will not be activated. **We** will not always be able to tell **you** why **your** identity has not been successfully validated with **TransUnion**, but one reason for this may be that, at the time, **TransUnion** were unable to match your personal details to the correct Credit Report. **You** will be asked to submit documents to help **TransUnion** validate **your** identity.

If the documents submitted are not sufficient for **TransUnion** to validate **your** identity, **you** will be asked to submit further documents. **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 **MyCreditMonitor** services and cancel **your** membership.

### Use of the Credit Report and monitoring services

The **Credit Report and monitoring services** are strictly personal to **you** and **you** may only use and access these **services** on **your** own behalf and not on behalf of anyone else. **You** cannot order Credit Reports about anyone else. Username and password details should be kept confidential.

**You** must not engage, authorise or permit a third party other than **Tenerity** to directly access or use data obtained through the **Credit Report and monitoring services** (whether as an agent, or representative on behalf of, or as a service provider).

All Intellectual Property rights in the **Credit Report and monitoring services** and all aspects of them shall be owned by **TransUnion** and/or its licensors. **TransUnion** have the right to suspend services if they reasonably consider that there is likely to have been a breach of security.

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### Cancellation and Termination

#### Where a trial period is shown on your welcome email

**You** may cancel **your agreement** at any time up until the end of the trial period. Please note, this may give **you** a longer cancellation period than currently required under English Law, which is 14 days from the later of the start date of this **agreement** or the day after receipt of **your welcome email** and these **Terms and Conditions**. On expiry of the trial period **you** can cancel **your agreement** but **you** will not be entitled to a refund of any **fee** paid.

#### Where you do not have a trial period

**You** may cancel **your agreement** at any time up until 14 days from the latter of the start date of this **agreement** or the day after receipt of **your welcome email** and these **Terms and Conditions** and receive a refund of any **fees** **you** have paid. On expiry of the 14 day period **you** can cancel **your agreement** but **you** will not be entitled to a refund of any **fee** paid.

To cancel **your agreement** please call or write to **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD or by calling us on 0344 381 4163\*.

#### Cancellation by us

**We** can cancel **your membership** by giving **you** at least 30 days’ notice in writing by email or letter where there is a valid reason for doing so. **We** will send an email or letter to the latest email or postal address we have for **you** setting out the reason for cancellation. Valid reasons may include, but are not limited to:

- where **we** have not been able to collect the **fee**. In this case, **we** will make reasonable efforts to contact **you** requesting payment by a specific date. If **we** are unable to contact **you** or do not receive payment by this date **your membership** will be cancelled.
- where the product is no longer available, for example, if the product is being discontinued. If this occurs **you** may be entitled to a pro rata return of the **fees**.
- if **we** or **TransUnion** reasonably consider that there is or is likely to have been a breach of security.
- if **we** or **TransUnion** reasonably consider the **Credit Report and monitoring services** are being used in a way which is not permitted or fraudulent.
- if **we** or **TransUnion** reasonably consider that the **Credit Report and monitoring services** are being used in any way detrimental to **us** or **TransUnion**.

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

- the date **your agreement** is cancelled or terminated by **you**;
- the date **you** cease to be resident within the **UK**;
- the date **we** terminate **your agreement** for a valid reason (as set out above)
- **you** are requested to submit documents to **TransUnion** to validate and activate **your Credit Report and monitoring services** but either failed to do so or the documents **you** submitted are not sufficient for **TransUnion** to validate **your** identity within 90 days of receiving **your** Welcome email.



If **your MyCreditMonitor membership** is terminated all the **services** set out in Section 2 of these **Terms and Conditions** will stop immediately.

#### **Changes to your agreement**

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**We**, or **our** subcontractors, will notify **you** in writing regarding any material changes to the **services, your agreement** or 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 any such changes **your** attention is drawn to **your** general right of termination as set out above.

#### **Choice of Law**

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Unless **Tenerity** 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 and Wales. Disputes arising in connection with **your agreement** shall be subject to the exclusive jurisdiction of the courts of England and Wales. If **you** live in Scotland, **you** can bring legal proceedings in respect of the **services** in either the Scottish or English courts. If **you** live in Northern Ireland, **you** can bring legal proceedings in respect of the **services** in either the Northern Irish or English courts.

#### **How to make a complaint**

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If **you** have cause for dissatisfaction and wish to complain about the sale or services of **MyCreditMonitor** please contact **MyCreditMonitor** on 0344 381 4163\* or write to: Customer Services Manager, **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD or email us on [enquiries@mycreditmonitor.co.uk](mailto:enquiries@mycreditmonitor.co.uk) quoting **your MyCreditMonitor 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 promptly. If **we** need more time to investigate **your** complaint **we** will send **you** an acknowledgment letter providing reassurance that **your** complaint is being dealt with. **We** will 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 **your** complaint relates to the data that the **TransUnion** holds and **we** are not able to resolve **your** complaint, **we** may refer **your** complaint to **TransUnion** .

#### **If you remain unhappy**

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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.

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR By telephone on 0800 023 4567 or 0300 123 9123. By e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Using **our** complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

#### **General rights**

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**Your agreement** and any written representations given to **you** during **your application** constitute the entire agreement between **you** and **Tenerity**. 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**

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**You** may be required to validate any request **you** make to **Tenerity** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **Tenerity** refusing to act upon such a request. If **you** have not registered security details with **us** **you** should contact **us** as soon as possible to ensure **we** are able to provide **you** with the service to which **you** are entitled. If **you** believe there is a security issue associated with **your MyCreditMonitor membership** **you** should contact **us** immediately.

#### **Keeping details up to date and changing address**

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

#### **How we will use your data**

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**Tenerity** is the data controller for the personal data **we** collect directly from **you**.

**We** will only use **your** personal data as set out in **our** Privacy and Cookies Policy.

By applying for **MyCreditMonitor, you** authorise **Tenerity** to pass on **your** data to **TransUnion** to provide the report and monitoring service under Section 7 of the Data Protection Act 1998.

#### **Liability**

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##### **Promises:**

**We** will use all reasonable skill and care in the supply of the **services to you** and **TransUnion** will use all reasonable efforts to verify the accuracy of **information** provided as part of the **Credit Report and monitoring services**. 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. Any **information** provided to **you** as part of **Credit Report and monitoring services** are provided for guidance and information only. Any businesses that carry out credit searches on **you** will take **information** from a number of sources and use their own criteria in making decisions based on it.

You should not rely on the **information** provided as part of **Credit Report and monitoring services** and **TransUnion** nor any member of the **TransUnion** Information Group companies can be responsible or liable if **you** rely on it or take any action based upon it. 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**, **Tenerity** excludes all other promises to the extent that **Tenerity** 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 **Tenerity** is not legally allowed to exclude).

#### Limitation of Liability:

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

**Tenerity** 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.

## SECTION 2. SERVICES

### The services provided by Tenerity and its subcontractors

**This section sets out the services provided by Tenerity as part of your MyCreditMonitor membership. In some cases, the services may be provided by subcontractors of Tenerity.**

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

#### a) Credit report service including credit score.

After **we** have received **your application** for **MyCreditMonitor**, **we** will:

- (i) verify **your** application details; and
- (ii) ask **you** to complete the online validation process to enable **us** to verify that **you** have a credit profile with **TransUnion**, and if **we** are able to verify this, **MyCreditMonitor** will:
- (iii) provide **you** access to **your** credit report and
- (iv) activate the credit profile monitoring service.

The source of the **information** included in **your credit report**, including **information** on County Court Judgments (CCJs), is **TransUnion** Limited.

By applying for **MyCreditMonitor**, **you** are authorising us to pass on **your** data to **TransUnion** to provide **your Credit Report and monitoring services** under Section 7 of the Data Protection Act 1998.

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

**Your** credit report will be provided by **TransUnion**.

#### b) Credit profile 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 **TransUnion** is searched,
- An account is added or deleted from **your** credit profile held by **TransUnion**,
- 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 to the **MyCreditMonitor** Credit Assessment offering **you** a review of **your** current credit status available at any time. **You** will be provided with, a summary upon completion and recommendations on how to improve **your** credit status. To take **your** Credit Assessment, please call the **MyCreditMonitor** team on 0344 381 4163\* during opening hours.

#### **e) Credit management guidance line**

If **you** want guidance about managing **your** credit score **you** can speak to one of our experts on 0344 381 4163\*. **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.

Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. To maintain a quality of service, we will monitor or record calls.

Calls to 03 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages. Calls will be recorded and monitored for training and quality purposes.

MyCreditMonitor is provided by Tenergy Limited. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY. Registered in England No. 1008797. VAT number GB125495408. Tenergy Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584 and our Consumer Credit Interim Permissions number is 626913. You can check this on the Financial Services Register by visiting the FCA's website [http://fca-consumer-credit-interim.force.com/CS\\_RegisterSearchPageNew](http://fca-consumer-credit-interim.force.com/CS_RegisterSearchPageNew) or by contacting the FCA on 0800 111 6768.



# Terms and Conditions applicable 28 April 2015 to 25th April 2016

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#### **"business"**

Means any employment, trade, profession or occupation.

#### **"credit report, credit report service"**

Means the credit report services described in Section 2 below.

#### **"Tenerity"**

Means **Tenerity Limited**. Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY, United Kingdom. **Tenerity Limited**, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number GB 125 4954 08. **Tenerity Limited** is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial Services Register number is 311584 and **our** Consumer Credit Interim Permissions number is 626913. **You** can check this on the Financial Services Register by visiting the FCA's website [http://fca-consumer-credit-interim.force.com/CS\\_RegisterSearchPageNew](http://fca-consumer-credit-interim.force.com/CS_RegisterSearchPageNew) or by contacting the FCA on 0800 111 6768.

#### **"fees"**

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

#### **"MyCreditMonitor"**

Means the MyCreditMonitor service provided by **Tenerity**.

#### **"MyCreditMonitor membership"**

Means **membership** of **MyCreditMonitor**.

#### **"information"**

Means any documents, notifications or advice delivered to **you** by **Tenerity** 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 **Tenerity** and its **subcontractors** to **you** as part of **your MyCreditMonitor membership** set out at section 2 below and includes:

- a. **Credit report service** including credit score.
- b. Credit monitoring service.
- c. Credit Statements.
- d. Credit Assessment Tool.
- e. Credit management guidance line.

#### **"subcontractors"**

Means **Tenerity subcontractors** and service providers and currently includes **TransUnion** .

#### **"Terms and Conditions"**

Means this **Terms and Conditions** document.

#### **"TransUnion "**

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

#### **"UK"**

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

#### **"we, our or us"**

Means **Tenerity**.

#### **"welcome email"**

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

### “you, your”

Means the person to whom the welcome email is addressed.

### “your agreement”

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

### Fees

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

---

#### Where a trial period is shown on your welcome email

You may cancel **your agreement** at any time up until the end of the trial period. Please note, this may give **you** a longer cancellation period than currently required under English Law, which is 14 days from the later of the start date of this **agreement** or the day after receipt of **your** welcome **email** and these Terms and Conditions. On expiry of the trial period you can cancel **your agreement** but **you** will not be entitled to a refund of any **fee** paid.

#### Where you do not have a trial period

You may cancel **your agreement** at any time up until 14 days from the latter of the start date of this **agreement** or the day after receipt of **your** welcome **email** and these Terms and Conditions and receive a refund of any **fees** you have paid. On expiry of the 14day period **you** can cancel **your agreement** but **you** will not be entitled to a refund of any fee paid.

To cancel **your agreement** please call or write to **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD or by calling us on 0344 381 4163. Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. To maintain a quality of service, we will monitor or record calls.

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

In writing:

Customer Services  
MyCreditMonitor  
PO Box 5305,  
Lancing,  
BN11 9WD

By calling:

Call us on **0344 381 4163**. Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. To maintain a quality of service, **we** will monitor or record calls.

#### Cancellation by us

**We** can cancel **your membership** by giving **you** at least 30 days' notice in writing by email or letter where there is a valid reason for doing so. **We** will send an email or letter to the latest email or postal address we have for you setting out the reason for cancellation. Valid reasons may include, but are not limited to:

- where **we** have not been able to collect the **fee**. In this case, **we** will make reasonable efforts to contact **you** requesting payment by a specific date. If **we** are unable to contact **you** or do not receive payment by this date **your membership** will be cancelled.
- where the product is no longer available, for example, if the product is being discontinued. If this occurs **you** may be entitled to a pro rata return of the **fees**.

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

- the date **your agreement** is cancelled or terminated by **you**;
- the date **you** cease to be resident within the **UK**;
- the date **we** terminate **your agreement** for a valid reason (as set out above)
- **you** are requested to submit documents to **TransUnion** to validate and activate your credit profile monitoring service but either failed to do so or the documents **you** submitted were not sufficient for **TransUnion** to validate **your** identity within 90 days of receiving **your** welcome pack.

If **TransUnion** are unable to validate **your** identity when **you** request to view **your Credit Report** or where **we** send **your** information to **TransUnion**, **you** will be asked to submit documents. If **you** do not submit the required documents or the documents **you** submit are not sufficient for **TransUnion** 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 **MyCreditMonitor** services and cancel **your membership**. No further **fees** will be taken from that point on.

If your **MyCreditMonitor 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 **Tenerity** 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 Tenergy and its subcontractors

**This section sets out the services provided by Tenergy as part of your MyCreditMonitor membership. In some cases, the services may be provided by subcontractors of Tenergy.**

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

#### **a) Credit report service** including credit score.

After **we** have received **your application** for **MyCreditMonitor**, **we** will:

- (i) verify **your** application details; and
- (ii) ask **you** to complete the online validation process to enable **us** to verify that **you** have a credit profile with **TransUnion**, and if **we** are able to verify this, **MyCreditMonitor** will:
- (iii) provide **you** access to **your credit report** and
- (iv) activate the credit monitoring service.

If **you** do not complete the online validation process after applying for **MyCreditMonitor** **we** will send your information to **TransUnion** to enable **us** to verify that **you** have a credit profile with **TransUnion**. **We** will not do this until at least 2 days have passed from **your** application date. If **we** are able to verify **your** details **you** will be sent a credit report in the post and **we** will activate the credit monitoring service. **You** will subsequently be able to access **your credit report** online.

If **we** are unable to verify **you** have a credit profile with **TransUnion**, **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 **MyCreditMonitor**, **you** are authorising us to pass on your data to **TransUnion** 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 MyCreditMonitor membership** subject to our reasonable usage policy, which is a maximum of 1 report each day.

**Your credit report** will be provided by TransUnion, 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 **TransUnion** is searched,
- An account is added or deleted from **your** credit profile held by **TransUnion**,
- 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 **MyCreditMonitor** 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 **MyCreditMonitor** team on **0344 381 4163** during opening hours.

#### **e) Credit management guidance line**

If **you** want guidance about managing **your** credit score you can speak to one of our experts on 0344 381 4163. **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 services of **MyCreditMonitor** please contact **MyCreditMonitor** on 0344 381 4163 or write to: Customer Services Manager, **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD quoting **your MyCreditMonitor 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 **Tenergy**. 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

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**You** may be required to validate any request **you** make to **Tenerity** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **Tenerity** refusing to act upon such a request. If you have not registered security details with **Tenerity** **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

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**You** are advised that any telephone calls made to both **Tenerity**, its **subcontractors** and its administration and claims handling units will be recorded. These recordings will 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 **Tenerity** 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

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

## Data Protection Act

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The details **you** supply to **Tenerity** and its **subcontractors** will be stored securely and used by **Tenerity** and its **subcontractors** to administer **your MyCreditMonitor membership**. By applying for **MyCreditMonitor**, **you** authorise **Tenerity** to pass on **your** data to **TransUnion** 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**. 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 **Tenerity**) 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 **Tenerity** merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more **information** about the data processing activities of **Tenerity** and its **subcontractors** please write to Customer Services Manager, **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD.

## 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 **Tenerity** of any change to **your** home address.

## Liability

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### Promises:

**Tenerity** 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**, **Tenerity** excludes all other promises to the extent that **Tenerity** 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 **Tenerity** is not legally allowed to exclude).

### Limitation of Liability:

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

Calls to 03 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages. Calls will be recorded and monitored for training and quality purposes.

MyCreditMonitor is provided by Tenerity Limited. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY. Registered in England No. 1008797. VAT number GB125495408. Tenerity Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584 and our Consumer Credit Interim Permissions number is 626913. You can check this on the Financial Services Register by visiting the FCA's website [http://fca-consumer-credit-interim.force.com/CS\\_RegisterSearchPageNew](http://fca-consumer-credit-interim.force.com/CS_RegisterSearchPageNew) or by contacting the FCA on 0800 111 6768.



# Terms and Conditions applicable pre 28 April 2015

## SECTION 1. GENERAL SECTION

**Your MyCreditMonitor membership** is made up of 2 separate key documents - **your welcome email** and this document which includes the **Terms & Conditions** (together, "**your agreement**"). Please keep **your welcome email** 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 MyCreditMonitor membership**, including your rights and obligations.

**Your agreement** is a contract between **you** and **Tenerity**. **Tenerity** 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

**MyCreditMonitor membership** is only available to **UK** residents who are at least 18 years of age. You are under an obligation to inform **Tenerity** if **you** are moving and will no longer be a **UK** resident. **MyCreditMonitor 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

#### **"application"**

Means your internet, phone, postal or other **application** for **MyCreditMonitor membership**, which will be considered by **Tenerity** 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.

#### **"Tenerity"**

Means Tenerity Limited. Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY, United Kingdom. **Tenerity** Limited, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number GB 125 4954 08. Tenerity Limited is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial Services Register number is 311584 and **our** Consumer Credit Interim Permissions number is 626913. **You** can check this on the Financial Services Register by visiting the FCA's website [http://fca-consumer-credit-interim.force.com/CS\\_RegisterSearchPageNew](http://fca-consumer-credit-interim.force.com/CS_RegisterSearchPageNew) or by contacting the FCA on 0800 111 6768.

#### **"fees"**

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

#### **"MyCreditMonitor"**

Means the MyCreditMonitor service provided by **Tenerity**.

#### **"MyCreditMonitor membership"**

Means **membership** of **MyCreditMonitor**.

#### **"information"**

Means any documents, notifications or advice delivered to **you** by **Tenerity** 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 **Tenerity** and its **subcontractors** to **you** as part of **your MyCreditMonitor membership** set out at section 2 below and includes:

- a. **Credit report service** including credit score.
- b. Credit monitoring service.
- c. Credit Statements.
- d. Credit Assessment Tool.
- e. Credit management guidance line.

#### **"subcontractors"**

Means **Tenerity subcontractors** and service providers and currently includes **TransUnion**.

#### **"Terms and Conditions"**

Means this **Terms and Conditions** document.

#### **"TransUnion "**

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

#### **"UK"**

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

#### **"we, our or us"**

Means **Tenerity**.

#### **"welcome email"**

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

### “you, your”

Means the person to whom the welcome email 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 email** unless **your agreement** is cancelled or terminated by **you** or by **Tenerity** in accordance with the “Cancellation and Termination” section below). We may change the **fees** for **your MyCreditMonitor membership** and will give you at least 30 days advance notice before making any such change. **Your MyCreditMonitor 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?

---

#### Where a trial period is shown on your welcome email

You may cancel **your agreement** at any time up until the end of the trial period. Please note, this may give **you** a longer cancellation period than currently required under English Law, which is 14 days from the later of the start date of this **agreement** or the day after receipt of **your** welcome **email** and these Terms and Conditions. On expiry of the trial period you can cancel **your agreement** but **you** will not be entitled to a refund of any **fee** paid.

#### Where you do not have a trial period

You may cancel **your agreement** at any time up until 14 days from the latter of the start date of this **agreement** or the day after receipt of **your** welcome **email** and these Terms and Conditions and receive a refund of any **fees** you have paid. On expiry of the 14day period **you** can cancel **your agreement** but **you** will not be entitled to a refund of any fee paid.

To cancel **your agreement** please call or write to **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD or by calling us on 0344 381 4163. Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. To maintain a quality of service, we will monitor or record calls.

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

In writing:

Customer Services  
MyCreditMonitor  
PO Box 5305,  
Lancing,  
BN11 9WD

By calling:

Call us on **0344 381 4163**. Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. To maintain a quality of service, **we** will monitor or record calls.

#### Cancellation by us

**We** can cancel **your membership** by giving **you** at least 30 days' notice in writing by email or letter where there is a valid reason for doing so. **We** will send an email or letter to the latest email or postal address we have for you setting out the reason for cancellation. Valid reasons may include, but are not limited to:

- where **we** have not been able to collect the **fee**. In this case, **we** will make reasonable efforts to contact **you** requesting payment by a specific date. If **we** are unable to contact **you** or do not receive payment by this date **your membership** will be cancelled.
- where the product is no longer available, for example, if the product is being discontinued. If this occurs **you** may be entitled to a pro rata return of the **fees**.

Where **we** have not been able to contact you via email, for example, if the email bounces or a postal letter is returned, and **we** have been unable to obtain an updated email or postal address for **you**, **we** will not send out a cancellation email or letter and **we** will cancel **your membership** (prior to your next payment due date) after we have received the returned email.

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

- the date **your agreement** is cancelled or terminated by **you**;
- the date **you** cease to be resident within the **UK**;
- the date **we** terminate **your agreement** for a valid reason (as set out above)
- **you** are requested to submit documents to **TransUnion** to validate and activate your credit profile monitoring service but either failed to do so or the documents **you** submitted were not sufficient for **TransUnion** to validate **your** identity within 90 days of receiving **your** welcome pack.

If **TransUnion** are unable to validate **your** identity when **you** request to view **your Credit Report**, **you** will be asked to submit documents. If **you** do not submit the required documents or the documents **you** submit are not sufficient for **TransUnion** 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 **MyCreditMonitor** services and cancel **your membership**. No further **fees** will be taken from that point on.

If your **MyCreditMonitor 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 **Tenerity** 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 Tenergy and its subcontractors

**This section sets out the services provided by Tenergy as part of your MyCreditMonitor membership. In some cases, the services may be provided by subcontractors of Tenergy.**

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

**a) Credit report service** including credit score.

After **we** have received **your application** for **MyCreditMonitor**, **we** will verify:

- (i) **your** application details; and
- (ii) that you have a credit profile with **TransUnion**, and if **we** are able to verify this, **MyCreditMonitor** 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 **MyCreditMonitor**, **you** are authorising us to pass on your data to **TransUnion** 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 MyCreditMonitor membership** subject to our reasonable usage policy, which is a maximum of 1 report each day.

**Your credit report** will be provided by TransUnion, 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 **TransUnion** is searched,
- An account is added or deleted from **your** credit profile held by **TransUnion**,
- 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 **MyCreditMonitor** 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 **MyCreditMonitor** team on **0344 381 4163** during opening hours.

**e) Credit management guidance line**

If **you** want guidance about managing **your** credit score you can speak to one of our experts on 0344 381 4163. **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 services of **MyCreditMonitor** please contact **MyCreditMonitor** on 0344 381 4163 or write to: Customer Services Manager, **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD quoting **your MyCreditMonitor 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 **Tenergy**. 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 **Tenergy** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **Tenergy** refusing to act upon such a request. If **you** have not registered security details with **Tenergy** **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

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**You** are advised that any telephone calls made to both **Tenerity**, its **subcontractors** and its administration and claims handling units will be recorded. These recordings will 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 **Tenerity** 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

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

## Data Protection Act

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The details **you** supply to **Tenerity** and its **subcontractors** will be stored securely and used by **Tenerity** and its **subcontractors** to administer **your MyCreditMonitor membership**. By applying for **MyCreditMonitor**, **you** authorise **Tenerity** to pass on **your** data to **TransUnion** 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. 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 **Tenerity**) 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 **Tenerity** merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more **information** about the data processing activities of **Tenerity** and its **subcontractors** please write to Customer Services Manager, **MyCreditMonitor**, PO Box 5305, Lancing, BN11 9WD.

## Keeping details up to date and changing address

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

## Liability

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### Promises:

**Tenerity** 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**, **Tenerity** excludes all other promises to the extent that **Tenerity** 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 **Tenerity** is not legally allowed to exclude).

### Limitation of Liability:

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

Calls to 03 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages. Calls will be recorded and monitored for training and quality purposes.

MyCreditMonitor is provided by Tenerity Limited. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY. Registered in England No. 1008797. VAT number GB125495408. Tenerity Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584 and our Consumer Credit Interim Permissions number is 626913. You can check this on the Financial Services Register by visiting the FCA's website [http://fca-consumer-credit-interim.force.com/CS\\_RegisterSearchPageNew](http://fca-consumer-credit-interim.force.com/CS_RegisterSearchPageNew) or by contacting the FCA on 0800 111 6768.