

Identity Secure

Terms & Conditions

SECTION 1. GENERAL SECTION

Your Identity Secure **membership** is made up of 2 key documents - **your welcome letter** or **email** and this document which includes the **Terms and Conditions** and a copy of the **User Licence Agreement** for **Online Protection Software** and **ID MobileProtect** (together, "**your agreement**"). Please keep **your welcome letter** and **your Terms and Conditions** together in a safe place for future reference. **Your agreement** is a contract between **you** and **cxLoyalty**. **cxLoyalty** 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**. It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your Identity Secure membership**, including **your** rights and obligations.

Your eligibility

Identity Secure **membership** is only available to **UK** residents who are at least 18 years of age. **You** are under an obligation to inform **cxLoyalty** if **you** are moving and will no longer be a **UK** resident. Identity Secure **membership** is not available to BFPO, PO Box and/or **business** address.

Definitions of words used in your agreement

Application

Means **your application** for Identity Secure **membership**, which will be considered by **cxLoyalty** prior to the commencement of the term.

Business

Means any employment, trade, profession or occupation.

CIFAS

Means **CIFAS**, the **UK's** fraud prevention service.

Credit Profile

Your credit profile refers to the **information** held about **you** by **TransUnion**. This **information** is used to create **your** Credit Report.

Credit Report and monitoring services

Means the Credit Report **service**, and **credit profile monitoring service** described in Section 2 below.

cxLoyalty

Means **cxLoyalty** International Limited. Registered in England; company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, United Kingdom. **cxLoyalty** International Limited, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number GB 125 4954 08. **cxLoyalty** International 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 1116768.

Fees

Means the amount payable for **your** Identity Secure **membership** as notified during the **application** process, and confirmed to **you** in **your welcome letter**, and as described in the **fees** section in **your terms and conditions**. This amount will be charged according to the payment method set out in **your welcome letter**.

Identity fraud

Means the use of **your** personal **information** by a third party for financial gain, obtained via an **identity theft event**.

Identity theft

Means theft of **your** personal identification, National Insurance number, or other method of identifying **you**, which has or could reasonably result in the wrongful use of such **information**, including but not limited to theft occurring on or arising out of **your** use of the internet. **Identity theft** shall not include the theft or wrongful use of **your business** name or any other method of identifying any of **your business** activities.

Identity theft event

Means one occurrence of **identity theft** or a series of related occurrences.

ID MobileProtect

Means a software package designed to allow **you** to browse the internet safely from **your** Android or Apple smartphone, as described in Section 2 below.

Information

Means any documents, notifications or guidance delivered to **you** by **cxLoyalty** or its **subcontractors** as part of or during the provision of the **services** (including but not limited to the **Credit Report and monitoring services**).

Membership

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

Online monitoring

Means the **online monitoring** service described in Section 2 below.

Online Protection Software

Means a software package designed to minimise the risk of internet based fraudulent activity from a PC (excluding Mac) as described in Section 2 below.

SentryBay

Means **SentryBay** Limited, a company registered in England and Wales with registration number 06370537 and whose registered office is at 20 Little Britain, London EC1A 7DH.

Services

Means the following **services** to be provided by **cxLoyalty** and its **subcontractors** to **you** as part of **your** Identity Secure **membership** set out in Section 2 below and includes:

- Credit Report **service**
- **Credit profile** monitoring **service**
- **CIFAS** Protect Registration
- **ID MobileProtect**
- Guidance and help to resolve cases of **Identity fraud**.
- **Online monitoring**

- **Online Protection Software**
- **Identity theft** risk assessment

Subcontractors

Means **cxLoyalty subcontractors** and service providers and currently includes **TransUnion** and **SentryBay**.

Terms and Conditions

Means this **Terms and Conditions** document.

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.

Trial period

The period of time shown on **your welcome letter** or **email** (if applicable).

UK

Means the United Kingdom including Northern Ireland.

User Licence Agreement

Means the **User Licence Agreement** for **Online Protection Software** and **ID MobileProtect**.

We, our or us

Means **cxLoyalty**.

Welcome letter

Means the **welcome letter** or email sent to **you** upon **cxLoyalty** accepting **your application** and that forms part of **your agreement**.

You, your

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

Your agreement

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

Term

Your Identity Secure **membership** will continue until terminated or cancelled in accordance with the 'Cancellation and termination' section of these **Terms and Conditions**

Fees

You will be charged the **fees** as described in **your welcome letter** unless **your agreement** is cancelled or terminated by **you** or by **cxLoyalty** in accordance with the 'Cancellation and Termination' section below. **We** may change the fees for **your** Identity Secure **membership** but will give **you** at least 30 days advance notice before doing so. Future **fees** for **your** Identity Secure **membership** will be at the rate notified to **you** in advance in accordance with the section entitled 'Changes to your agreement'.

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 **Credit Manager 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 **cxLoyalty** 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.

Cancellation and termination

Where a trial period is shown on your welcome letter/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 latter of the start date of this **agreement** or the day after receipt of **your welcome letter** 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 letter** 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 Identity Secure at Customer Services, Identity Secure, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF or by calling **us** on 0344 381 4159*

Cancellation by us

We can cancel **your membership** by giving **you** at least 30 days' notice in writing by email/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 **you** cease to be resident within the **UK**;
- the date **your agreement** is cancelled or terminated by **you**;
- the date **we** terminate **your agreement** for a valid reason (as set out above); or
- **you** are requested to submit documents to **TransUnion** to validate and activate **your Credit Report and monitoring services** but either fail to do so or the documents **you** submit are not sufficient for **TransUnion** to validate **your** identity within 90 days of **you** failing validation.

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

Changes to your agreement

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.

Updates to Digital Content

We may update or require **you** to update digital content, provided that the digital content shall always match the description of it that **we** provided to **you** before **you** bought it.

Choice of Law

Unless **cxLoyalty** 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 regarding the services

If **you** have cause for dissatisfaction and wish to complain about the sale or services of Identity Secure please contact Identity Secure on 0344 381 4159*, email **us** at enquiries@identitysecure.co.uk or write to: Customer Services Manager, Identity Secure, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting **your** Identity Secure **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 acknowledgement 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 **TransUnion** holds and **we** are not able to resolve **your** complaint, **we** may refer **your** complaint to **TransUnion**.

If you remain unhappy

If **we** have not resolved **your** complaint to **your** satisfaction within 8 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@financialombudsman.org.uk Using **our** complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

The EC Online Dispute Resolution Platform

If **you** have a complaint, **you** have the option to register **your** complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. **You** can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

General rights

Your agreement and any written representations given to **you** during **your application** constitute the entire agreement between **you** and **cxLoyalty**. 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 **cxLoyalty** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **cxLoyalty** 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 Identity Secure membership** **you** should contact **us** immediately.

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 keep **cxLoyalty** informed of any changes, additions or deletions to **your** registered card for payment of the **fees**. **You** must inform **cxLoyalty** of any change to **your** home address.

How we will use your data

cxLoyalty 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.

Your bank/card issuer will pass **your** name, address, date of birth and card details to **us** for the purpose of providing the product and billing **your** account with the **fees**. From time to time **we** will ask **your** card issuer to update **us** with any changes to the information they have provided to **us**, for example by providing **us** with any updated or new card numbers or expiry dates.

Liability

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

Limitation of Liability:

This section (and any other clause excluding or restricting **our** liability) applies to **cxLoyalty's** directors, officers, employees, **subcontractors**, (Specifically including **TransUnion**), agents and affiliated companies as well as to **cxLoyalty**. Nothing in this **services agreement** in any way limits or excludes **cxLoyalty'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**, **cxLoyalty'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 **cxLoyalty** be liable for any:

- economic losses (including, without limit, loss of revenues, profits, contracts, **business** or anticipated savings)
- loss of goodwill or reputation
- losses that **you** incur that were not reasonably foreseeable to **you** and Identity Secure when **your agreement** was entered into, or
- damage to or loss of data (other than damage caused to a device or digital content belonging to **you** as a result of defective digital content which **we** have supplied to **you**), to the extent that this was not in the contemplation of **cxLoyalty** and **you** at the commencement of the term and is not attributable to **cxLoyalty's** negligence or breach of **your agreement**.

cxLoyalty 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 cxLoyalty International and its subcontractors

This section sets out the services provided by cxLoyalty as part of your Identity Secure membership. In some cases, the services may be provided by subcontractors of cxLoyalty.

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

a) Credit report service

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

- (i) **your** application details;
- (ii) that **you** have a credit profile with **TransUnion**; and
- (iii) that **TransUnion** can validate your identity.

We will then send **you your** Credit Report or make it available for **you** to view via **your** online account. The source of the **information** included in **your** Credit Report, (including **information** on County Court Judgments CCJs), is **TransUnion** Limited.

By applying for Identity Secure, **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 Identity Secure 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** is searched,
- an account is added or deleted from **your credit profile**,
- 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 **you** will be notified every month that this is the case.

c) CIFAS Protective Registration

The **CIFAS** Protective Registration service is available to **you** as part of **your** Identity Secure **membership**. When **you** register for **CIFAS** Protective Registration, **you** agree to a **CIFAS** warning being placed against **your** address, which indicates that **you** have been recorded on the **CIFAS** database at **your** own request. If a **CIFAS** member undertakes a search of the **CIFAS** database they will see the **CIFAS** Protective Registration entry against **your** address and in some cases request further proof of identification. This may mean **you** experience delays while **your** credentials are being checked.

Important Information about CIFAS warnings

- Law enforcement agencies may access and use this **information**
- Other organisations may access and use this **information** to prevent fraud and money laundering, for example when:
 - Checking details on **Applications** for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job **Applications** and employees
 - Other organisations may access and use from other countries the **information** recorded by fraud prevention agencies

To find out about the relevant fraud prevention agencies contact the Identity Secure team by calling 0344 381 4159*.

The **CIFAS** warning will remain on the **CIFAS** database for a minimum of 13 months, unless **you** call the Identity Secure Team on 0344 381 4159* or write to **us** at Identity Secure, Operations Centre, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF and ask for it to be removed.

d) Identity fraud advice and resolution services

If **you** need any advice about **your** Credit Report or about **identity theft**, **you** can speak to one of **our** experts on 0344 381 4159*. If **identity fraud** is suspected by the expert, **you** will receive initial advice and will be assigned 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, 9am – 5pm Saturday, excluding **UK** bank holidays. 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 **cxLoyalty** or its **subcontractors** to compensate **you** or assume any risk of or in relation to an **identity theft event** occurring. For the avoidance of doubt, neither **cxLoyalty** nor its **subcontractors** 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**.

e) Online monitoring

You will be able to register up to a maximum of 6 debit and/or credit card numbers and a range of personal details to be monitored on the internet. **You** will be able to access, amend, add and delete which cards and optional personal details are being monitored by logging in to the Identity Secure website. The following **information**, provided with **your** Identity Secure **application**, will be automatically monitored from 24 hours after **your application** is accepted by **cxLoyalty**:

- **your** name
- address
- date of birth
- email address
- home phone number
- mobile phone number

If **you** pay for the **Fees** by credit or debit card **you** will have the card number automatically registered for monitoring.

You will be responsible for registering and amending the debit/credit cards **you** wish to be monitored. **Your** registered **information** will be monitored online daily and if detected as a high risk, **we** will alert **you** by sms or email. Full details of **your** alerts will be available by logging in to the Identity Secure website. Monitoring of **your** cards and personal details will cease when **your membership** is closed or cancelled.

f) Online Protection Software

Online Protection Software helps protect **your** pc from email 'phishing' and key-logging attacks. Once **you** have registered online, **you** will be able to download **your Online Protection Software** subject to the **User Licence Agreement**. **You** are able to download this software a maximum of three times, and will receive automatic updates for as long as **you** remain a member of **Identity Secure**.

g) ID MobileProtect

ID MobileProtect is a secure application that allows **you** to browse the internet safely from your smartphone, protecting you from phishing scams.

Once **you** have registered on the Identity Secure website, **you** will be able to install the **ID MobileProtect** app on **your**

Android or Apple smartphones. **You** are responsible for updating **your** smartphone number. **You** must agree to accept and comply with the User Licence Agreement before **you** will be able to download the **ID MobileProtect** software.

You are able to download this software a maximum of 3 times, and will receive automatic updates for as long as **you** remain a member of Identity Secure. **You** will not be able to receive automatic updates when **your** membership is closed or cancelled. Access to **ID MobileProtect** will cease when **your** membership is closed or cancelled.

h) Identity theft risk assessment

If **you** would like an assessment of the risk of **your** identity being misused by someone else please go to **our** website or call **us**. **We** will provide general guidance on many of the key factors that could affect **your** potential for exposure to **identity theft** and how **you** can reduce **your** risks in response to them.

What to do if you think you are a victim of an Occurrence of Identity theft?

Firstly, contact Identity Secure without delay at any time on 0344 381 4159*

Your consultant will help **you** with advice on what **you** need to do next, for example;

1. File a police report within 24 hours of discovering the **identity theft**.
2. Notify **your** bank(s), payment card company(ies) and all other accounts of the **identity theft** within 24 hours of discovering the **identity theft**.

* **Calls will be recorded or monitored for quality, training and compliance purposes.**