

Equifax TaxCalc End User Terms & Conditions

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In consideration for Equifax allowing You to access and use Equifax Services via TaxCalc, you agree these Terms and Conditions, the terms set out in your End User Application, and our Privacy Policy (together the "Agreement").

1 Conditions of Use

1.1 We grant to you a non-exclusive, non-assignable licence to use the Services in accordance with this Agreement.

1.2 This Agreement will continue until either of us terminates it by giving Notice to the other.

1.3 You may only use the Services for your own business purposes, for the purposes of Anti-Money Laundering and Identity Verification, and in accordance with all Applicable Regulations.

1.4 We (or our licensors) own the Intellectual Property Rights in the Services. You may not, in any manner (including publishing any part of the Services online) reproduce, disclose, distribute or transfer any part of the Services without our permission. Nor may you commercially exploit the Services in any way. If we permit you to copy of any part of the Services, the copies must retain any copyright notice shown on the original.

1.5 We own the Equifax trademark. Other product and company names included in the Services may be trademarks or registered trademarks owned by others and should not be reproduced or copied without the owner's permission.

1.6 You must keep any user identification, including account codes and passwords, issued by us or by Acorah Software, confidential and secure. You are responsible for, and accept liability for, any use of the Services by you or anyone else using your user identification or password.

1.7 You will keep all data supplied to you secure and confidential. You must not disclose, transfer, distribute or re-sell any part of the Services except to a Group Company and you will be responsible for ensuring that any such Group Company complies with this Agreement.

1.8 We may from time to time, and on reasonable notice, upgrade or modify the mode of access to the Services or change the form and content of the Services and, if we reasonably consider it necessary as a result of any change in Applicable Regulations, we may cease to supply all or part of the Services.

1.9 The provisions of the Electronic Commerce (EC Directive) Regulations 2002 do not apply to this agreement if you are using the Services in the course of your business.

1.10 In the event that we supply you with data sourced from third parties then you shall comply with any additional terms that may be applicable to that data.

2 Price and Payment

2.1 You are purchasing access to the Services via TaxCalc from Acorah Software. Any failure to pay Acorah Software on the terms you have agreed with them will be a breach of this Agreement.

3 Data Protection and Personal Data

3.1 Before using the Services to obtain Personal Data, you must first obtain the person's consent. If you will use of the Services in relation to a consumer credit application or agreement, you must also notify the person in writing that information he or she gives you:

3.1.1 may be disclosed to a credit reference, or fraud prevention agency, which may keep a record of that information; and

3.1.2 that we may disclose that information, and the fact that a credit search was made, to our other customers for the purposes of assessing the risk of giving credit, for account management (excluding any marketing of new or existing customers), to trace debtors and for the prevention of fraud and money laundering.

3.2 You will, on request, give us a copy, or transcript, of the notification that you use.

3.3 To the extent that you are able to do so, you grant us a perpetual, royalty free right to keep a record of the information referred to in clause 3.1.1 for the purposes referred to in clause 3.1.2.

3.4 We shall both, to the extent necessary in relation to the activities contemplated by this Agreement, comply at all times with all Applicable Regulations and, in particular but without limitation, you will ensure that:

3.4.1 any use by you of data from the full electoral roll is for a purpose permitted under regulation 114 of the *Representation of the People (England and Wales) Regulations 2001*; and

3.4.2 you process Personal Data in accordance with the Third Party Data Business Requirements Specification (a copy of which we will supply to you on request).

3.5 You will indemnify us against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises in connection with your breach of this clause.

3.6 Any Personal Data supplied as part of the Services must be destroyed when it is no longer necessary for you to retain it.

3.7 You will allow us, on reasonable notice and within normal business hours and not more than once in each quarter to audit your compliance with the provisions of this Clause 3. You will promptly provide us with any information we reasonably request to audit your compliance with your obligations under this Clause 3.

4 Intellectual Property

4.1 No Intellectual Property Rights in any part of the Services (or data supplied to you) are transferred or licensed to you.

4.2 Despite Clause 7.2 below, we will indemnify you against any liability (including reasonable costs) that you may incur in respect of your use of the Services (in accordance with this Agreement) that infringes any Intellectual Property Right of a third party in the United Kingdom provided that you:

4.2.1 promptly notify us of such claim;

4.2.2 give us the sole conduct of the defence and settlement of such claim and at no time admit

liability without our prior written consent (which will not be unreasonably withheld); and,

4.2.3 act in accordance with our reasonable instructions and give us any assistance that we may reasonably require to defend or settle the claim.

4.3 If your use of the Services in accordance with these Terms infringes any Intellectual Property Right of a third party in the United Kingdom, we may procure a right for you to continue to use the Services or modify or replace the Services so as to avoid the infringement provided that the performance of Services, as modified or replaced, is not materially adversely affected. If, having used our reasonable endeavours, this has not been achieved, we may terminate your use of the Services immediately and, except as set out in clause 4.2, we will have no liability to you.

5 Warranties

5.1 You warrant to us that:

5.1.1 the information provided by you in registering for use of the Services is in all respects accurate and up to date and that you will immediately notify us of any changes as soon as they occur;

5.1.2 only authorised employees or agents will be given customer identification numbers and access passwords to the Services; and

5.1.3 you are acting for the purposes of a business and not as a consumer.

6 Suspension of Services

6.1 We may suspend your use of the Services or terminate this Agreement if:

6.1.1 your response to any request by us does not satisfy us that your use of the Services is in compliance with all Applicable Regulations, or the Third Party Data Business Requirements Specification;

6.1.2 you breach this Agreement and fail to remedy it within 15 days of us giving you notice of the breach and requesting that you remedy it; or

6.1.3 you are adjudicated bankrupt, convene a meeting of creditors; a proposal is made in relation to you for a voluntary arrangement under Part 1 of the Insolvency Act 1986, a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) your creditors; you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of your assets or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of you or for the making of an administration order in relation to you (otherwise than for the purpose of an amalgamation or reconstruction).

7 Liability

7.1 We give no warranty that your use of the Services will be uninterrupted or error-free. In particular, because third parties provide most of the data we supply as part of the Services, we will not be liable for any loss or damage arising from any inaccuracies, faults or omissions in or in the provision of the Services.

7.2 Our total liability in respect of any cause of action arising out of or in connection with your use of the Services (whether for breach of contract, in negligence or any other tort, under statute or

otherwise at all) will be limited to supplying the relevant Services again.

7.3 We will not be liable to you for any indirect or consequential loss or damage, or any loss of opportunity, business, profit, reputation or goodwill arising out of your use of the Services.

7.4 Nothing in this clause will limit or exclude our liability for fraud or for death or personal injury arising from our negligence.

7.5 We exclude any liability for the non-availability of the Services or any illegal action of a third party such as hacking or the introduction of any virus or contaminant or denial of service attack arising from circumstances beyond our reasonable control.

7.6 You will indemnify us against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises as a result of your use of the Services, unless caused by our negligence.

8 General

8.1 If any part of this Agreement is held invalid or unenforceable then that part will be severed, and the rest of the Agreement will remain in effect.

8.2 We may change these Terms at any time. If we do, you will have the option of continuing to use the Services on the new Terms, or of ending your Agreement with us.

8.3 This Agreement sets out the entire agreement between you and us in connection with your use of the Services and supersedes any earlier representation or agreement between us. Except as expressly set out in this Agreement, all conditions warranties and terms, expressed or implied, and statutory or otherwise, are excluded to the extent permitted by law.

8.4 No cause of action will arise if the performance of the relevant obligation is prevented or delayed, or accrual of any liability on the part of either party is occasioned, as the case may be, by any event beyond the control of that party, such as any: act of God, governmental act, war, fire, flood or other natural disaster, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

8.5 You may not assign or otherwise transfer any of your rights under this Agreement.

8.6 Neither you nor we may disclose any of other's the Confidential Information except:

8.6.1 when required to do so by law or any regulatory authority; and

8.6.2 to your and our (or your or our parent companies') employees, contractors, directors, agents or advisers whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person is informed of the obligations of confidentiality under this Agreement and complies with those obligations as if they were bound by them.

8.7 No person other than you or us has any right under the Contract (Rights of Third Parties) Act 1999 to enforce any of this Agreement.

8.8 This Agreement and your use of the Services are governed by and interpreted in accordance with English law. You submit to the jurisdiction of the English courts. However, we reserve the right to bring a claim against you in your jurisdiction.

9 Definitions and Interpretations

9.1 The following expressions have the following meanings:

"Acorah Software"	means Acorah Software Ltd. t/a TaxCalc;
"Applicable Regulations"	means the <i>Consumer Credit Act 1974 & 2006</i> , the <i>Data Protection Act 1998</i> , the <i>Representation of the Peoples (England and Wales) Regulations 2001</i> , rules made by the Steering Committee on Reciprocity, the <i>Guide to Credit Scoring 2000</i> , and any other applicable law, regulation or code;
"Confidential Information"	means the trade secrets or confidential or proprietary information of ours or yours (as the case may be), but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of this Agreement or any other duty of confidentiality; (b) which, when it was first disclosed to the receiving party, was already known by the receiving party, and the receiving party, was at the time of disclosure free to disclose; or (c) which, after being disclosed to the the receiving party, by was disclosed to the receiving party, again by a third party at liberty to disclose it without restriction. In particular (but without limitation), any specifications pricing information, the Data is our Confidential Information and any data disclosed to us by you is your Confidential Information;
"End User Application"	means the form completed by you as part of your application to register as a user of the Services;
"Group Company"	means any subsidiary or holding company, or subsidiary of a holding company (as those terms are defined in the <i>Companies Act 1985</i>);
"Intellectual Property Rights"	means all intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, topography rights, commercial or confidential information, know-how or trade secrets, and any other rights of a similar nature whether or not registered, and the right to apply for any of them;
"Notice"	means written notice, which includes email or publication on the Equifax website;
"Personal Data"	has the meaning given to it in the <i>Data Protection Act 1998</i> ;
"Services"	means the services and data, including the Equifax Website, supplied by us under this Agreement via TaxCalc;
"Terms"	means these terms and conditions;
"we" and "us"	means Equifax Plc. (registered number 2425920) whose registered office is at Capital House, 25 Chapel Street, London NW1 5DS and our, us and ours will be construed accordingly;
"you"	means the person who has registered to use the Services where a) he or she is a sole trader or, b) where he or she is an employee of a corporate body or partnership, both that person and his or her employer, in each case acting for business purposes and "your" will be construed accordingly;

9.2 In these Terms:

9.2.1 Headings are for convenience only and will not affect its construction or interpretation.

9.2.2 Unless the context requires otherwise, words importing the singular will include the plural and vice versa.

9.2.3 Unless the context requires otherwise, references to any person will include references to any human being, company, body corporate, association, joint venture, partnership, trust and any entity capable of suing and being sued.

9.2.4 A reference to any statute includes references to that statute as from time to time amended, consolidated or re-enacted and all rules, regulations, statutory instruments or orders made under it.

9.2.5 "Including" means "including without limitation" and "includes" means mean "includes without limitation"; and

9.2.6 When referring to the Services, "use" means access, use, receive and other similar activities.