

Customer Contract

Data Protection Statement

Debit Finance Collections plc always uses information submitted by you (Information) in accordance with all relevant data protection legislation. By signing this agreement you confirm your acceptance of the terms of the Data Protection Statement. Debit Finance Collections plc will use information as follows:

- To supply services as requested by you including the transfer of information to employees, agents and third parties as required for this purpose.
- For administration purposes
- To market Debit Finance Collections plc services to you.

Debit Finance Collections plc may also disclose details of your account to a debt collecting agency for collection and tracing purposes.

Debit Finance Collections plc may transfer its business assets (which include information) on sale or merger of its business.

The Data Protection Act 1998 gives you certain rights, including the right to request a copy of your information and to have inaccurate information corrected. Please contact the Data Protection Manager, Debit Finance Collections plc, PO Box 6046, Milton Keynes, MK1 9BA.

COMPLIANCE WITH APPLICABLE LEGISLATION AND SEPA GUIDELINES

The Customer expressly accepts that the SEPA Guidelines and any applicable legislation may be subject to modifications in the future and that, as a result, the services provided by the Service Provider and us may be changed accordingly. In addition, the Service Provider and us may at any time wholly or partially suspend the provision of any of the services provided and/or wholly or partially terminate this Agreement upon written notice as soon as required to do so by a decision or direction of any governmental body or regulatory authority and/or applicable legislation.

INTELLECTUAL PROPERTY RIGHTS

The Customer agrees that this Agreement does not transfer any interest in any intellectual property from us or the Service Provider to the Customer. Any action taken by the Customer that is contrary to this agreement (such as asserting ownership of the Service Provider's or our intellectual property or otherwise using such intellectual property without the Service Provider's or our prior written approval (as applicable)) is prohibited, and constitutes a material breach of this Agreement.

WARRANTIES

To the fullest extent permissible under applicable legislation, the parties make no warranties, express or implied, regarding any matter, including fitness for a particular purpose, merchantability and/or non-infringement.

LIABILITY

Our liability in relation to this Agreement shall under no circumstances lead to any compensation for indirect damage or accidental loss of a financial, commercial nature or any other kind, such as time lost, loss of or damage to clientele, loss of data, loss of earnings, loss of profits, increase in general overheads, disruption of business, claims from third parties, damage to reputation or loss of expected savings, employees costs or loss of opportunities.

We are not responsible for the services provided by the Service Provider, and you agree that we are not liable for the failure of the Service Provider to provide you with the services in whole or in part.

FORCE MAJEURE

Each party will be excused from performance under this Agreement (other than obligations to make payments that have become due and payable pursuant to this Agreement) for any period and to the extent that it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. If either party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it will promptly notify the other party by telephone of the occurrence of a Force Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. Such party will continue to use commercially reasonable efforts to recommence performance whenever and whatever extent possible without delay.

A "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that:

- the non-performing party is without fault in causing or failing to prevent such occurrence; and
- such occurrence cannot be circumvented by reasonable precautions and could not have been circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

MISCELLANEOUS

Transferability

You may not transfer your rights, responsibilities or obligations under this Agreement without our prior written consent, it being understood that we are entitled to transfer the Contract to an affiliated company. We are entitled to reject a transfer request from you at our complete discretion. In addition, we may make our consent conditional on the fulfilment of such conditions as we see fit, without you having any claim or right to compensation.

Severability

The nullity or unenforceability of part of this Agreement for whatever reason shall not affect the validity and enforceability of the remaining provisions of this Agreement.

Waiving of rights

If a party fails to impose compliance with a right under this Agreement, this cannot be construed as a waiver of that right or of the legal remedies thereto and this shall not compromise the validity of this Agreement. The waiving of rights with respect to an infringement of this Agreement does not entail any waiving of rights with respect to past or future infringements of this Agreement.

Applicable law and settlement of disputes

The Contract is governed by the Laws of the United Kingdom. The courts of the United Kingdom shall have the exclusive jurisdiction to rule on any dispute with respect to the interpretation or performance of this Agreement.