## **Experian MOSAIC data licence terms**

## 1. Permitted Purpose

- 1.1 The internal business purposes of the Client and/or any Permitted Users (as the case may be) only for the Permitted Purposes as set out below and in connection with the client products in the Territory. The Client and/or Permitted User may not use the Services for the provision of any bureau services to any third parties other than to any Permitted Users (if applicable) and not in any event for the purposes of promoting, marketing or advertising (or similar activities), either directly or indirectly, any products or services other than Client Products.
- 1. 2 The following Permitted Purpose(s) apply:
  - Customer Insight, Modelling & Segmentation: Appending Experian Data and/or Experian
    Materials to customer and / or prospect data to enable a deeper understanding of consumer
    behaviour to drive Marketing activity (including insight, scoring, modelling, pre-screen, and
    segmentation).

## 2. Permitted User

2.1 Where the Permitted User is a Group Company of the Client:

If the Permitted User ceases to be a Group Company of the Client and such company is using, has possession of or access to any of the Experian Materials then the Client shall immediately inform Experian in writing and, as soon as practicable, the Client shall ensure that such company:

- stops use of and has no further possession of or access to such Experian Materials;
- returns forthwith to the Client all copies of such Experian Materials and any other equipment or software which is the property of Experian in its possession or control; and

deletes any remaining copies of such Experian Materials (including the Database Table Files) from its computer system and any other medium on which it is stored.

2.2 Where the Permitted User is not a Group Company of the Client:

The Permitted User may only receive and use the Services (i) in accordance with the terms of the Agreement including the Permitted Purpose, (ii) pursuant to a written agreement which includes all of the relevant provisions of the Agreement (in accordance with Clause 19) (together the "Access Conditions").

- 2.3 If any Access Condition ceases to be met, any associated Permitted User Rights shall automatically terminate (without further notice and without liability to Experian) on the date that such Access Condition ceases to be met.
- 2.4 The Client shall notify Experian as soon as reasonably practicable if the Permitted User ceases to be entitled to the Permitted User Rights.
- 2.5 Experian accepts no liability, and disclaims any and all liability it may have, to the Permitted User in relation to the Permitted User Rights provided to the Permitted User under this Agreement. The Permitted User shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any terms of this Agreement, and the provisions of Clause 19.1.2 shall not apply to the Permitted User.