# Section 1. General Information

Your Manage My Credit membership is made up of the following separate key documents (together, 'your agreement'):

- 1) Your welcome letter or email (which you will have received with these terms & conditions).
- 2) A copy of the User Licence Agreement for Sentinel® mobilesafe and Sentinel® Online Protection Software (if you download this software), and

#### 3) These terms & conditions

It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your Manage My Credit membership**, including **your** rights and obligations. Please keep **your** documents together and in a safe place in case **you** need to refer to them in future.

Manage My Credit is provided by Tenerity Limited (Tenerity). Your agreement is between you and Tenerity. Tenerity will provide the services described under your agreement. 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 a borrowing decision and does not guarantee the outcome of a lending decision by a lender.

#### Your eligibility

Manage My Credit 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. Manage My Credit membership is not available if your address is a BFPO, PO Box and/or business address.

## Definitions of words used in these terms & conditions

Where the words below appear in these **terms & conditions** they have the following meanings.

#### Application

Means your application for Manage My Credit membership, which will be considered by Tenerity prior to the commencement of the term.

#### Business

Means any employment, trade, profession or occupation.

#### Cifas

Means the Credit Industry Fraud Avoidance System, the UK's fraud prevention community.

#### Credit Management advice

Means the advisory service described in Section 2 below.

#### Credit Report and monitoring services

Means the Credit management services, the TransUnion Credit Report service including Credit Score, the Credit Monitoring service, and the Credit Statement as described in Section 2 below.

#### Credit Score

Your TransUnion credit score is a credit rating based on the information within your TransUnion Credit Report. It is a number on a scale of 0 to 710 with a higher score indicating that you should find it easier to borrow money or buy goods on credit. However, each lender has their own credit scoring rules and they take other information into account when scoring your application for credit.

#### Credit Profile

Means the **information** held about **you** by **TransUnion**. This **information** is used to create **your TransUnion Credit Report**.

#### Credit Statement

Means the  $\boldsymbol{credit}$  statement described in Section 2 below.

## Fees

You will be charged the fees as described in your welcome letter or email once we have successfully validated your identity with TransUnion as set out in 'Validating your identity with TransUnion' and we have activated the Credit Report and monitoring services.

We will notify you when the Credit Report and monitoring services have been activated.

Future **fees** for your **Manage My Credit** membership will be at the rate notified to **you** in advance in accordance with the section entitled 'Changes to your agreement'.

## 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.

#### 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 TransUnion Credit Reports, credit statements and credit scores).

#### Manage My Credit

Means the **Manage My Credit** service provided by **Tenerity** described in Section 2 below.

## Manage My Credit membership

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

#### Online Card Monitoring Service

Means the card monitoring service 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 FCIA 7DH.

#### Sentinel® mobilesafe

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

#### Sentinel® 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.

## Services

Means the following **services** to be provided by **Tenerity** and its **subcontractors** to **you** as part of **your Manage My Credit membership** set out in Section 2 below and includes:

- a. Credit management services
- TransUnion Credit Report service including credit score
- c. Credit Monitoring Service
- d. Credit Statement
- e. Identity fraud advice and resolution services
- f. Cifas Protect Registration
- g. Online Card Monitoring Service
- h. Sentinel® Online Protection Software
- i. Sentinel® mobilesafe.

### Subcontractors

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

## Terms & conditions

Means these terms & conditions.

#### Tenerity

Means **Tenerity** Limited. Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, WIF 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 1II 6768.

#### 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.

#### IJK

Means the United Kingdom, including Northern Ireland.

#### User Licence Agreement

Means the User Licence Agreement for Sentinel®
Online Protection Software and Sentinel® mobilesafe.

## We, our or us

Means Tenerity.

#### Welcome letter

Means the **welcome letter** or email sent to **you** upon **Tenerity** accepting **your application** and which 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.

#### Fees

You will be charged the fees as described in your welcome letter 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 Manage My Credit membership but will give you at least 30 days advance notice before doing so.

#### Term

Your Manage My Credit membership will continue until terminated or cancelled in accordance with the 'Cancellation and termination' Section of these terms & conditions

#### **User Licence Agreement**

If you download the Sentinel® Online Protection
Software and Sentinel® mobilesafe software, you must
accept and fully comply with the requirements of the
User Licence 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 **Manage My Credit 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. **You** are responsible for keeping **your** username and password 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.

## Cancellation and termination

#### Your right to cancel within 14 days

You may cancel your Manage My Credit membership 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 & conditions and receive a refund of any fees you have paid. By exercising a right to cancel, you withdraw from your agreement with us and your agreement is terminated. On expiry of the 14 day period you can cancel your Manage My Credit membership but you will not be entitled to a refund of any fees paid.

To cancel please write to Customer Services Manager, Manage My Credit, PO Box 5305, Lancing, BN11 9WD, or call us on 0800 432 0912\*

#### 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/home 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.

Termination of your Manage My Credit membership Your Manage My Credit membership will end 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).
- you are requested to submit documents to TransUnion to validate and activate your Credit Report and monitoring services but if you 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 Manage My Credit membership is terminated, all the services set out in Section 2 of these terms & 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 **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.

Disputes arising in connection with **your agreement** shall be subject to the exclusive jurisdiction of the courts of England. If **you** live in Wales, **you** can bring legal proceedings in respect of the service in either the Welsh or English courts. 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

If you have cause for dissatisfaction and wish to complain about the service elements of this service or about the way in which the product was sold please contact **Tenerity** on 0800 432 0912\* or write to: Customer Services Manager, **Manage My Credit**, PO Box 5305, Lancing, BNII 9WD quoting your **Manage My Credit 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 **vou** have received, **vour** 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 vou 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 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@financialombudsman.org.uk. Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

#### **General rights**

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

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 on 0800 432 0912\* as soon as possible to ensure we are able to provide you with the service to which you are entitled.

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

## How we will use your data

**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. For more information visit <a href="https://www.tenerity.com/uk/privacy-notice-cookie-policy">www.tenerity.com/uk/privacy-notice-cookie-policy</a>.

#### Liability

#### **Promises:**

Tenerity 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** are 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 services 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 will 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 Tenerity 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 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

This section sets out the **services** provided by **Tenerity** as part of **your Manage My Credit 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 the **Manage My Credit membership** by **Tenerity** or its **subcontractors**.

#### a) Credit management services

If you want guidance about managing your credit score you can speak to one our experts on 0800 432 0912\*. 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.

## b) TransUnion Credit Report service including credit score

After we have received your application for Manage My Credit, we will verify:

- i) your application details; and
- ii) that  $\mathbf{you}$  have a  $\mathbf{credit}$   $\mathbf{profile}$  with  $\mathbf{TransUnion},$  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.

But if we are unable to verify this, you will not receive your TransUnion Credit Report and the credit monitoring service will not be started. You will be notified if we have been unable to do this.

By applying for Manage My Credit, you are authorising us to pass on your data to TransUnion to provide your Credit Report and monitoring services under Article 15 of the UK General Data Protection Regulation.

You can request your TransUnion Credit Report as many times as you want during your Manage My Credit membership up to a maximum of 1 report each day.

## c) Credit Monitoring Service

Once you have received your TransUnion Credit Report you can choose to receive weekly notifications alerting you to any significant changes which have occurred (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 being 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** can select the alerts **you** want to receive at www.managemycredit.co.uk.

If **you** have chosen not to receive these alerts, **we** will not notify **you** about these changes.

## d) Credit Statement

We will provide you with a quarterly credit statement setting out an overview of what has happened to your credit status over the 3 months ending on the date of the credit statement. This will include an illustration of how your credit score has changed over time.

## e) Identity fraud advice and resolution services

If you have any questions about your TransUnion

Credit Report or about identity theft, you can speak to one of our experts on 0800 432 0912\*.

If identity fraud is suspected by the expert, you will be assigned a 'victim of fraud' consultant who will analyse your TransUnion Credit Report with you and discuss Cifas Protective Registration with you (see section f below). If your victim of fraud consultant thinks it is necessary they will open a case on your behalf and liaise directly with anyone who has searched your credit profile held by TransUnion or recorded a credit account, to seek to have any inaccurate credit information corrected or notes added. As part of this service, you may be required to contact third parties directly. Your dedicated victim of fraud consultant will be available between the hours of 8am and 8pm Monday to Friday, and 9am and 5pm Saturday and Sunday, excluding UK bank holidays.

The identity fraud advice and resolution services provided to you as part of the Manage My Credit membership are limited to the description above. These services are provided whether or not an identity theft event has actually occurred. The identity fraud advice and resolution service is not insurance, and nothing in your agreement will oblige Tenerity or its subcontractors to compensate you or assume any risk of or in relation to an identity theft event occurring. Neither Tenerity 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.

## f) Cifas Protective Registration

The Cifas Protective Registration service is available to you as part of your Manage My Credit 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 **Manage My Credit** team by calling 0800 432 0912\*.

The **Cifas** warning will remain on the **Cifas** database for a minimum of 13 months, unless **you** call the **Manage My Credit** Team on 0800 432 0912\* or write to **us** at Manage My Credit, Operations Centre, PO Box 5305, Lancing, BN11 9WD and ask for it to be removed.

## g) Online Card Monitoring Service

You will be able to register up to a maximum of 10 debit or credit card numbers to be monitored on the internet. You will be able to access, add and delete which cards are being monitored by logging into the Manage My Credit website at

www.managemycredit.co.uk or over the phone with the **Manage My Credit** customer services team on 0800 432 0912\*. If **you** pay for the **Manage My Credit** Fee by credit or debit card **you** will have the card number automatically registered for monitoring.

Online card monitoring will start within 24 hours of a card being registered with **Tenerity**. If one or more of the card numbers is detected as compromised by **us** on a suspicious website, **you** will be notified within 24 hours of detection. Monitoring of **your** cards will cease when **your** membership is closed or cancelled.

#### h) Sentiel® Online Protection Software

Sentinel® Online Protection Software helps protect your PC (excluding Mac) from key logging attacks. Once you have registered on the Manage My Credit website, you will be able to download the Sentinel® Online Protection Software for your PC. You must agree to comply with the User Licence Agreement before you will be able to download the Sentinel® Online Protection 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 Manage My Credit. You will not be able to receive automatic updates when your membership is closed or cancelled.

#### i) Sentinel® mobilesafe

Sentinel® mobilesafe 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 Manage My Credit website, you will be able to install the Sentinel® mobilesafe app on your smartphone. You must agree to comply with the User Licence Agreement before you will be able to download the Sentinel® mobilesafe software

Manage My Credit is provided by Tenerity Limited, registered in England and Wales, Company no. 1008797, 3rd Floor, 6 Ramillies Street, London, W1F 7TY.

\* Lines are open 8am to 8pm, Monday to Friday, and 9am to 5pm on Saturday, excluding bank holidays. Calls are free from mobiles and landlines. Calls will be recorded for training and quality purposes. For more information see our privacy policy.