

Terms and Conditions of Service

Credit CheckUp

Thank you for choosing Credit CheckUp. Please read these terms and conditions carefully before using the Service.

Credit CheckUp (the “**Service**”) is provided by Allica Bank Limited. This licence agreement (“**Licence**”) is a legal agreement between you (“**Licensee**” or “**you**”) and Allica Bank Limited company number 07706156 a limited company registered in England and Wales whose registered office is at 4th/5th Floor, 15 Worship Street, London EC2A 2DT (**Licensor, us or we**) for use of the Service.

We license use of the Service to you on the basis of this Licence. We do not sell the Service to you. We, or our licensors, remain the owners of the Service at all times.

IMPORTANT NOTICE TO ALL USERS:

- **BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.**
- **IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST CLICK ON THE “REJECT” BUTTON BELOW AND YOU MAY NOT ACCESS THE SERVICE.**

1. PERIOD OF AGREEMENT

- 1.1. This agreement shall commence when you sign up for the Service via the Website and shall renew for successive one (1) month periods, until terminated by either you or us in accordance with section 8.

2. DEFINITIONS

- 2.1. In this Licence:

Authorised Users means the employees, agents and independent contractors of you, your subsidiaries and affiliates, who you authorise to use the Service.

Fees means the fees you may be required to pay for subscription to the Service which will be as shown on <https://www.creditcheckup.co.uk/home> from time to time.

Good Industry Practice means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Information means the reports, data and information that we provide to you via the Service.

Intellectual Property Rights means any and all patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licensee Data means the data inputted by or on behalf of you, for the purpose of using or facilitating your use of the Services, Software or Documents and any data generated by, or derived from your use of the Services, Software or Documents, whether hosted or stored within the Service or elsewhere.

Third Party Product Provider means a third-party supplier of particular aspects of the Service.

User Subscriptions means the user subscriptions purchased by you, or on your behalf, from the Licensor (or an entity authorised by the Licensor to provide them), in accordance with the terms of the agreement you hold with that entity, which entitle Authorised Users to access and use the Service in accordance with this agreement.

Viruses means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

Website means the website through which we deliver the Service.

- 2.2. References to any statute or statutory provision includes a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute, as from time to time amended, extended or re-enacted.
- 2.3. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa.
- 2.4. References to the whole shall include the part and vice versa.
- 2.5. References to this Licence shall be to this Licence as amended or varied at any time.

3. LICENCE

- 3.1. In consideration of payment by you of any agreed Fees and you agreeing to abide by the terms of this Licence, we grant to you a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Service in the UK for UK based businesses on the terms of this Licence, solely for your internal business operations.
- 3.2. We reserve the right to vary, amend, remove, replace or add to the Service forming part of Credit Checkup at any time by providing you not less than 30 days prior written notice.
- 3.3. You shall:
 - a. provide the us with:
 - (i) all necessary co-operation in relation to this Licence; and
 - (ii) all necessary access to such information as may be required by us, to the extent required to provide the Service including but not limited to Licensee Data, security access information and configuration services;
 - b. without affecting your other obligations under this Licence, comply with all applicable laws and

regulations with respect to your activities under this Licence; and

- c. ensure that your network and systems comply with the relevant specifications provided by us from time to time.

3.4. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data. You hereby license us to use the Licensee Data for:

- a. the proper performance of the Service;
- b. the purposes set out in our Privacy Notice as described in section 11;
- c. to enhance the databases we use to provide the Service (and any other databases used to provide similar services);
- d. to enhance other risk and fraud prevention services to others; and
- e. all other purposes relevant to the proper exercise of our rights and obligations under this agreement.

3.5. You undertake that:

- a. where applicable, the maximum number of Authorised Users that you authorise to access and use the Service will not exceed the number of User Subscriptions you have purchased from time to time;
- b. where applicable, you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Service;
- c. each Authorised User shall keep a secure password for their use of the Service and that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep their password confidential;
- d. you shall permit the Licensor or the Licensor's designated auditor to audit the Services to verify that your use of the Service does not exceed the total number of User Subscriptions purchased, and the Licensor may deploy reasonable online audit tools via the Services for these purposes;
- e. you shall supervise and control the use of the Service and ensure it is used by your employees and representatives only in accordance with the terms of this Licence;
- f. you shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Service via the User Subscriptions and, in the event you become aware of any such unauthorised access or use, promptly notify us upon becoming aware of such unauthorised access or use of the Service; and
- g. you will not create your own database using the Information, other than as required for your own internal business purposes in accordance with the terms of this Licence.

3.6. The Service is not intended to be used as the sole basis for any business decision. You acknowledge and agree that we do not provide financial, business or other professional advice through the Services and any Information provided is for general information purposes only. You further acknowledge and agree that you are solely responsible for all decisions made as a result of receiving the Services. We shall not be liable for any decisions taken by you in connection with the use of the Services. Furthermore, we make no warranty as to (or accept any liability in relation to) the accuracy or completeness of the Information provided to you by us as a result of you using the Service.

3.7. You may choose to enable integrations with third-party platforms that are not provided by us that can be used with the Service ("**Third Party Platform**") such as your accounting software. Your use of a Third Party Platform

with the Service is governed by your agreement with the provider of that Third Party Platform and we are not responsible for Third Party Platforms. A list of the Third Party Platforms that may be integrated with the Service is available here <https://www.creditcheckup.co.uk/home>.

- 3.8. Whilst we will use commercially reasonable endeavours to make the Service available, you acknowledge and agree that:
- a. the Service is made available on a strictly 'as is' basis;
 - b. we provide no warranties of any kind, whether express or implied, regarding the availability, performance, or uptime of the Service; and
 - c. to ensure fair usage of the Service, each User Subscription is limited to a maximum of 100 unique queries per calendar month, as set out in and subject to updates within the Frequently Asked Questions (FAQs) available at <https://www.creditcheckup.co.uk/>. We reserve the right at our sole discretion to suspend or refuse access to the Service if this limit is exceeded.

4. PAYMENT AND FEES

- 4.1. Payment of the Fees, if any, is due monthly in advance by Direct Debit from the account that you register for the Service via the Website.
- 4.2. We reserve the right to increase the Fees on 30 days' notice to you and you may cancel your subscription within 14 days' notice of any such increase if you do not agree with the increase.

5. RESTRICTIONS

- 5.1. Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not:
 - a. attempt to copy, adapt, modify, duplicate, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - b. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
 - c. access all or any part of the Service to build a product or service which competes with the Service;
 - d. use the Service to provide services to third parties;
 - e. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users;
 - f. attempt to obtain, or assist third parties in obtaining, access to the Service other than as provided under this Licence; and
 - g. will not allow any third party to upload any Information into any third-party applications including any artificial intelligence ("AI") technologies including, but not limited to, large language models and generative AI and any other artificial intelligence type technologies.
- 5.2. You shall not use the Services to:
 - a. distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;

- b. store, access, publish, disseminate, distribute or transmit any material which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- c. do anything that is otherwise illegal or causes damage or injury to any person or property, and we reserve the right, on no less than thirty (30) days' prior written notice to you, such notice specifying the breach of this condition and requiring it to be remedied within the thirty (30) day period, to disable your access to the Service for the duration of time that the breach remains unremedied.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. You acknowledge that all Intellectual Property Rights in the Service anywhere in the world belong to us or any Third Party Provider, that rights in the Service are licensed (not sold) to you, and that you have no rights in, or to, the Service other than the right to use it in accordance with the terms of this Licence.
- 6.2. You will not, at any time, do or omit to do, anything which is likely to prejudice our or any Third-Party Provider's ownership of any Intellectual Property Rights.
- 6.3. You will not acquire any proprietary rights to the Information and/or any other aspect of the Service and may only make such copies of the Information and/or any other material provided via the Service as you reasonably require for the purposes set out in these Terms and Conditions or your internal business purposes.
- 6.4. You undertake not to use, or permit others to use, the Service and/or Information to provide credit checking and/or monitoring services to anyone else. This restriction does not prevent you from sharing the Information with your company group members. However, you must ensure that the provisions under this section 6 also bind your company group members.

7. LIMITATION OF LIABILITY

- 7.1. You will indemnify us and hold us harmless against any and all losses, damages, costs, expenses and other liabilities (including any payments we make to settle any such claims or actions on the advice of our lawyers) which we incur in connection with any claim or action by any third party as a result of your use of the Service otherwise than in accordance with this Licence.
- 7.2. You accept responsibility for the selection of the Service to achieve your intended results and acknowledge that the Service has not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in.
- 7.3. We only supply the Service for internal use by your business, and you agree not to use the Service for any resale purposes.
- 7.4. We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
 - a. loss of profits, sales, business, or revenue;
 - b. business interruption;
 - c. loss of anticipated savings;

- d. wasted expenditure;
 - e. loss or corruption of data or information;
 - f. loss of business opportunity, goodwill or reputation, where any of the losses set out in section 7.3(a) to section 7.3(f) are direct or indirect; or
 - g. any special, indirect or consequential loss, damage, charges or expenses.
- 7.5. Our maximum aggregate liability to you in any 12-month consecutive period of this Licence, for all claims, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amounts paid by you under this agreement over such 12-month period. This maximum cap does not apply to section 7.5.
- 7.6. Nothing in this Licence shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.
- 7.7. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Service. We do not give any representations, warranties, conditions, undertakings, or terms (either express or implied): (i) as to the fitness for a particular purpose of the Service and/or the Information; (ii) that the Service is free from infection by computer viruses; (iii) that the Service and/or Information will meet your requirements; or (iv) that provision of the Service will be uninterrupted, timely, secure or error free. Any condition, warranty, representation or other term concerning the supply of the Service which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. TERMINATION

- 8.1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement by giving 30 days written notice to the other party.
- 8.2. We reserve the right to suspend or terminate the supply of the Service if any Fees payable by you are not paid by the due date.
- 8.3. We may terminate this Licence immediately without refund by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so.
- 8.4. You understand and acknowledge that if as a result of any changes to applicable law, supply of data from Third Party Product Providers, or for commercial reasons, the continued provision of the Services becomes no longer viable, we may, on written notice to you:
- a. suspend, withdraw or modify part of the Service as necessary; or
 - b. terminate this License immediately without any liability to you.
- 8.5. On termination for any reason:
- a. all rights granted to you under this Licence shall cease;
 - b. you must immediately cease all activities authorised by this Licence; and
 - c. you must immediately and permanently delete or disable interfaces to the Service from all computer equipment in your possession.

9. COMMUNICATIONS BETWEEN US

- 9.1. We may update the terms of this Licence at any time on notice to you in accordance with this section 9. Your continued use of the Service following the deemed receipt and service of the notice under section 9.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Service on the deemed receipt and service of the notice.
- 9.2. If we have to contact you, we will do so by email to the address you provided in accordance with your registration for the Services.
- 9.3. Any notice:
 - a. given by us to you will be deemed received and properly served 24 hours after it is first posted on our website or 24 hours after an email is sent, and
 - b. given by you to us will be deemed received and properly served 24 hours after an email is sent.
- 9.4. In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.
- 9.5. If you need to get in contact with us, please do so by emailing us at credit.checkup@allica.bank.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in section 10.2.
- 10.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation including, without limitation, strikes, lock-outs or other industrial disputes (provided such does not involve the workforce of the Supplier or any other party over which the Supplier has no control), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, or storm, provided that the Customer is notified of such an event as soon as reasonably practicable..
- 10.3. If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence, our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1. Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in [Privacy Policy | Allica Bank](#) (Privacy Notice) and it is important that you read that information.

12. OTHER IMPORTANT TERMS

- 12.1. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

- 12.2. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 12.3. This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 12.4. You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 12.5. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 12.6. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.7. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 12.8. Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.9. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.