

1. Definitions

1.1 In this Agreement the following words shall have the following meanings unless otherwise expressly stated:

“Account Credit” means the amount of money a Buyer has available for the purposes of purchasing Leads. This amount will depend on the Buyer’s individual credit arrangement.

“Account Balance” means either the total amount of money the Buyer has currently prepaid to E-finity Leads Ltd for the purposes of purchasing Leads, or the total amount owing to E-finity Leads Ltd for Leads purchased where the Buyer buys Leads on credit.

“Buyer” means the company, organisation, entity or individual entering into this Agreement.

“Buyer Account” means the Buyer’s master account within the E-finity Leads Platform or any subaccounts subsequently opened or requested by the Buyer.

“Buyer data” means any data in relation to the Buyer, its organisation or its agents provided by the Buyer to E-finity Leads Ltd.

“Customer” means the individual subject to any Lead.

“Customer Data” means any and all data relating to a Customer whether that data is included or provided as part of a Lead or subsequently acquired. Personal data shall have the same meaning as Customer Data.

“Data Controller” has the same meaning as that defined in EU Regulation 2016/679.

“Data Processor” has the same meaning as that defined in EU Regulation 2016/679.

“Data Protection Legislation” includes as and if in force but is not limited to, The Data Protection Act 1998, The Data Protection Directive (95/46/EC), The Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) GDPR, and all other Applicable Law relating to the processing of personal data, privacy, the protection of personal data in electronic communications and direct marketing.

“E-finity Leads Ltd” means the other party to this Agreement, a company registered in England and Wales, registration number: 07279489.

“E-finity Leads Platform” means the technology or facilities provided by E-finity Leads Ltd to the Buyer for the purposes of buying and managing Leads traded under this Agreement.

“E-finity Leads Website” means www.e-finityLeads.co.uk.

“Invalid Lead” means a Lead which the Buyer has requested be invalidated within the acceptable notification period and which under Clause 10 of this Agreement and Schedule One (1) of this Agreement E-finity Leads Ltd has accepted as an Invalid Lead. For the purposes of Clauses outside of Clause 10 and Schedule One (1) of this Agreement Invalid Leads will not be treated differently to Leads.

“Invalid Lead Policy” means the policy by which E-finity Leads Ltd allows Leads to be returned as invalid for the purposes of receiving a refund.

“Lead(s)” means Customer and Product data passed by E-finity Leads Ltd to the Buyer under this Agreement.

“Lead Data” means any data included in a Lead.

“Lead Suppliers” means any supplier of Leads, traffic or media to E-finity Leads Ltd.

“Order” means any offer placed by the Buyer via the E-finity Leads Platform which has been accepted by E-finity Leads Ltd.

“Order Schedule” means the individual terms and criteria of an Order.

“Trade Partner(s)” means any investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals, trusts, suppliers, affiliates, media owners, Lead Suppliers or trade customers, past or present, of E-finity Leads Ltd.

“Product” means the Product which the Lead is subject to.

“Product Criteria” means the individual criteria relating to the Product in question.

“Purchase Date” means the date a Lead is purchased by a Buyer. For the purposes of clarity this does not mean the Date the Lead was delivered to the Buyer electronically or the Date the Buyer first became aware of the Lead.

“Purchase Price” means the price in Great British Pounds the Buyer has agreed to pay for a Lead via an Order.

“Password” means any Password past or present issued to the Buyer for accessing any account registered to the Buyer within the E-finity Leads Platform.

2. Entering this Agreement

2.1 By applying for a Buyer Account through the E-finity Leads Website the Buyer agrees to be bound by the terms and conditions outlined in this Agreement.

3. Duration

3.1 This Agreement shall continue unless and until terminated under the provisions of Clause 19.

4. Purpose

4.1 The purpose of this Agreement is to govern the trade of Leads between E-finity Leads Ltd and the Buyer

4.2 This Agreement supersedes all prior Agreements and understandings (whether written or oral) between E-finity Leads Ltd and the Buyer.

5. Trade

5.1 E-finity Leads Ltd generates Leads via internal marketing activity & proprietary websites, affiliates and third party advertisers or media owners.

5.2 E-finity Leads Ltd sells Leads via the E-finity Leads Platform.

5.3 Subject to available Account Credit the Buyer may place Orders, outlined in Clause 6 of this Agreement, to purchase Leads via the E-finity Leads Platform.

5.4 E-finity Leads Ltd will match Leads to Buyers in real time and at its sole discretion in accordance with this Agreement and the criteria and terms outlined in the Order.

5.5 When a Buyer places an Order and a Lead is matched to that Order:

- a) The Buyer is committed to the purchase of that Lead;
- b) The cost of that Lead will be deducted from the Buyers Account Balance;
- c) E-finity Leads Ltd will grant the Buyer a three (3) month exclusive, non-transferable licence of the Lead in respect of the Product in question and for the sole purpose of contacting the Customer the Lead relates to, to sell, source, arrange or advise on the Product in question.

6. Orders

6.1 The Buyer may place Orders for Leads via the E-finity Leads Platform and in accordance with the Products and Product selectable Product Criteria.

6.2 When an Order is placed by the Buyer the Order Schedule completed via the E-finity Leads Platform will outline the specific terms of the Order including but not limited to:

- a) The Product being Ordered;
- b) The Product Criteria;
- c) The agreed price per Lead;
- d) Daily volume limits;
- e) The date which the Order commences and ends. If the Order is open ended then the Order will finish when cancelled;
- f) Order Modification;
- g) Order Cancellation;

6.3 Additional terms may be added or agreed to at the time the Order is placed.

6.4 These terms in conjunction with this Agreement govern the trade between E-finity Leads Ltd and the Buyer. If a conflict arises between the Order terms and this Agreement E-finity Leads Ltd will at its sole discretion determine the prevailing Clause.

6.5 The Buyer may place as many individual Orders as it wishes.

6.6 E-finity Leads Ltd may choose to accept or decline Orders at its sole discretion.

6.7 E-finity Leads Ltd makes no representation as to the availability of Leads or any commitment or representation in regards to the ability to supply the Leads Ordered.

7. Order Modification

7.1 E-finity Leads Ltd may modify Order terms at anytime.

7.2 Where Order terms are modified by E-finity Leads Ltd these modifications will not become binding on the Buyer until accepted by the Buyer via the E-finity Leads Platform.

7.3 The Buyer may modify the Order via the E-finity Leads Platform and in accordance with the modification terms specific to the Order.

7.4 Modification of Order terms by the Buyer may come into force immediately, after a set time period or on acceptance by E-finity Leads Ltd depending on the modification terms specific to the Order.

7.5 The Buyer acknowledges that in the event that E-finity Leads Ltd has not received notification of an Order modification then the Buyer shall remain bound by the original Order terms.

7.6 For the purposes of clarity and where the right to modification is not certain both parties must agree to a modification before it comes into effect.

8. Pausing Orders

8.1 Subject to the terms of an Order the Buyer may pause an Order at any time.

8.2 To pause an Order the Buyer must log into the E-finity Leads Platform and pause the Order.

8.3 Any other notification of the desire to pause an Order will not be accepted by E-finity Leads Ltd unless the E-finity Leads Ltd platform is unavailable to the Buyer. The Buyer acknowledges that in the event that E-finity Leads Ltd has not received notification to pause the Order via the E-finity Leads Platform or by other means if the E-finity Leads Platform is unavailable to the Buyer, the Buyer remains liable to purchase Leads supplied.

8.4 Where specific terms governing the pausing of an Order have been agreed to these terms will prevail.

9. Cancelling Orders

9.1 Orders may be cancelled by either party in accordance with the terms of the Order in question and this Agreement.

9.2 Orders may be cancelled at any time by E-finity Leads Ltd if:

- a) The Buyer is in breach of any term within this Agreement;
- b) The Buyer becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if it convenes any meeting of its creditors or makes an arrangement or compromise with its creditors or otherwise becomes insolvent or suffers any similar process or event, whether in the UK or otherwise;
- c) If there is a change in the treatment or interpretation of Value Added Tax regulation which materially affects the supply of Leads to the Buyer.

9.3 The cancellation of an Order does not affect any obligation of either party which by their nature are intended to survive cancellation.

10. Invalid Leads

10.1 E-finity Leads Ltd will operate an Invalid Lead Policy in accordance with Schedule One (1) of this Agreement.

10.2 The Buyer may make application to return a Lead for reasons outlined in the Invalid Lead Policy.

10.3 E-finity Leads Ltd at its sole discretion and in accordance with the Invalid Lead Policy will determine whether a Lead is eligible for invalidation or not. Where a Lead is found to be invalid a refund for that Lead will be made as a credit to the Buyers Account Balance.

10.4 E-finity Leads Ltd shall be entitled to offset any refunds for Invalid Leads against sums owed by the Buyer or further Leads purchased and in accordance with this Agreement.

10.5 E-finity Leads Ltd shall have no other liability for Invalid Leads and any refund made by E-finity Leads Ltd for the Purchase Price of a Lead in accordance with Clause 10 shall be the sole and exclusive remedy of the Buyer in respect of such Invalid Leads.

10.6 In the event that the Buyer has not notified E-finity Leads Ltd of an Invalid Lead within the time period prescribed in the Invalid Lead Policy the Lead shall be deemed to have been accepted and will no longer be eligible for return.

11. Buyer Obligations

11.1 The Buyer agrees that:

- a) in consideration for the receipt of the licence to a Lead the Buyer shall pay the sums specified in the Order together with VAT (if applicable) and in accordance with this Agreement;
- b) where Leads are paid for in advance, a positive Account Balance will be maintained in accordance with Order terms and expectations;
- c) where Leads are paid for in arrears, payments will be made in a timely manner and in accordance with agreed credit & payment terms;

- d) the E-finity Leads Platform or Website will be used solely for its internal business purposes and not be used to provide any form of bureau, services, managed services, outsourced services, sublicensing, time sharing, rental, facility management, or to process data on behalf of a third party or provide any other form of services or access to the E-finity Leads Platform or Website;
- e) Leads will only be used to sell, source, arrange or advise on the Product they were originally supplied for;
- f) it has all consents, licences, and regulatory authority to conduct its business and to sell, source, arrange or advise on the Product a Lead is subject to;
- g) Buyer Data or any other information entered into the E-finity Leads Platform will not be false, misleading or inaccurate, offensive, threatening, abusive, defamatory, in breach of any intellectual property rights, fraudulent, in breach of any applicable laws or regulations, obscene, indecent, contain any computer viruses or malware;
- h) it will not conduct any activity that shall have an adverse impact on the reputation of E-finity Leads Ltd or its Customers, employees, agents or contractors.

11.2 The Buyer warrants that:

- a) it has the full capacity or authority to enter into this Agreement;
- b) where it is required to sell, source, arrange or advise on the Product in question, the Buyer holds all legal or regulatory requirements to do so including but not limited to The Financial Services Authority regulation and requirements, The Office of Fair Trading licensing and requirements, The Data Protection Act 1998 licensing and requirements, Ministry of Justice licensing and requirements and any other licence, appointment, regulation or permission as is required to conduct the business in question; the Buyer agrees to indemnify and keep indemnified E-finity Leads Ltd against all losses, costs, damages, claims and expenses arising as a result of a breach of the warranty contained in Clause 11.2 (b).
- c) on occasion and where asked by E-finity Leads Ltd it will make reasonable endeavours to complete or provide feedback on Lead performance in Order for E-finity Leads Ltd to assess and improve the performance and quality of its service and Products.

11.3 On applying for a Buyer Account the Buyer will be issued with account login details including a user name and Password. The Buyer may in some circumstances create additional users and Passwords to allow agents of the Buyer access to the E-finity Leads platform, the Buyer agrees that:

- a) they shall be responsible for the security of their login and Password details;
- b) additional accounts will only be created for internal management and administration purposes and that login details will never be provided to 3rd parties or people outside of the Buyer's direct organisation;
- c) where it is believed a breach of security may have occurred, could occur or that login and Password details have been lost or compromised the Buyer will notify E-finity Leads Ltd immediately;

- d) the Buyer will be liable for all charges that may be incurred through fraudulent Orders or activity that takes place in the Buyer's account via unauthorised access or fraud where that access occurred through negligence on the Buyers behalf or where it is believed or could be inferred a breach of security may have occurred, could occur or that login and Password details have been lost or compromised and this occurrence was not notified immediately to E-finity Leads Ltd.

12. E-finity Leads Ltd Obligations

12.1 E-finity Leads Ltd warrants to the Buyer that:

- a) it has full capacity and authority to enter into this Agreement;
- b) will exercise reasonable skill and care to supply Leads in accordance with the terms of this Agreement;
- c) it has and will maintain all consents, licences and regulatory authority required to conduct the business governed by this Agreement;
- d) when a Lead is matched to an Order the Lead will be made available to the Buyer via the E-finity Leads Platform and the Buyer will be granted a three (3) month exclusive, non-transferable licence of the Lead in respect of the Product in question and for the sole purpose of contacting the Customer to sell, source, arrange or advise on the Product in question.

12.2 E-finity Leads Ltd shall make available the E-finity Leads Platform to the Buyer at all reasonable times, subject to providing the Buyer with twelve (12) hours notice of any periods of unavailability due to maintenance needing to be undertaken. Maintenance notices will not be provided when:

- a) at E-finity Leads Ltd sole discretion it is required to take the system offline for security, maintenance or any other unforeseen or uncontrollable circumstances;
- b) Force Majeure.

12.3 In the event that E-finity Leads Ltd fails to comply with Clauses 12.1 and 12.2, then E-finity Leads will refund the charges made during a breach and in respect to the E-finity Leads Platform, provision of Leads or any other services which have not been performed as detailed in this Agreement.

12.4 The Buyer agrees that Clause 12.3 represents its sole and exclusive remedy in respect of unsatisfactory performance of the E-finity Leads Platform, provision of Leads or any other service provided by E-finity Leads Ltd to the Buyer.

13. Data Processing

13.1 In relation to any Customer Data passed from E-finity Leads Ltd to the Buyer:

- a) For the purposes of this agreement both parties consider that each party processes Customer Data as a Data Controller;

- b) Each party agrees that it will comply with the provisions set out in Schedule 2 relating to the processing of Personal Data.

14. Non-circumvention

- 14.1 Both parties agree that in Order to conduct the business outlined in this Agreement it may be necessary to exchange certain information which is confidential and that the parties may learn from one another trade secrets, names, telephone numbers or other information in relation to investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals, trusts, suppliers, affiliates, media owners, Lead Suppliers, Lead Buyers or trade customers hereinafter called Trade Partner(s) and where no trade between the Trade Partner(s) and Buyer existed before the establishment of this Agreement.
- 14.2 It is agreed while this Agreement remains in force and for a period of twelve (12) months after its termination the Buyer will refrain from soliciting business from Trade Partners introduced to the Buyer via business conducted under this Agreement unless such clients were procured through the joint efforts of the Buyer and E-finity Leads Ltd.
- 14.3 Where a Trade Partner without a prior business relationship with the Buyer supplies a good or service not available via E-finity Leads Ltd it is agreed that Clause 14.2 will not apply to that good or service. In the case that E-finity Leads Ltd begins to supply the good or service clause 14.2 will apply and the Buyer must migrate their business to trade via E-finity Leads Ltd within ninety (90) days.
- 14.4 It is agreed in the case of circumvention by the Buyer a legal monetary penalty that is equal to the commission or fee E-finity Leads Ltd would otherwise have realised in such transactions will be payable to E-finity Leads Ltd.

15. Variation

- 15.1 This Agreement may be varied at any time by E-finity Leads Ltd by notifying such changes to the Buyer via the E-finity Leads Platform or email.
- 15.2 Acceptance via the E-finity Leads Platform or continued use the E-finity Leads Platform, Website or trade after such notices shall be deemed acceptance of the variation of the varied Agreement.
- 15.3 In the event the Buyer does not accept the varied Agreement, the Buyer shall be entitled to terminate this Agreement on written notice to E-finity Leads Ltd.
- 15.4 No other variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each company.

16. Confidentiality

- 16.1 Apart from compulsory disclosure, (i.e. by Law, regulatory body, etc), each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this Clause shall not be extended to information which was

rightfully in the possession of such party prior to the commencement of negotiations leading to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this Clause. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

16.2 Both parties agree to establish and maintain such security measures and procedures as are reasonably practicable to provide of the safe custody of both parties' information and data in its possession and to prevent unauthorised access thereto or use thereof.

16.3 Both parties agree that the other cannot be held liable in the instance of theft of information and data by an employee of either party.

17. Force Majeure

17.1 If either party is affected by Force Majeure it shall not be in breach of this Agreement or otherwise liable to the other by reason of any delay in performance or non-performance of any of its obligations due to such event.

17.2 If such Force Majeure persists for a period of three (3) months then the party prevented from complying with its obligations by such event shall be entitled while the Force Majeure persists, to terminate this Agreement immediately upon notice to the other party.

18. Limitation of Liability

18.1 E-finity Leads Ltd shall not be liable in any circumstances to the Buyer for consequences, special or indirect losses, or the following losses whether direct or indirect: loss of profits, loss of revenue, economic loss, loss of business or contracts, loss of anticipated savings or goodwill, loss of data, (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort, (including without limitation, negligence) or otherwise.

18.2 The total liability of E-finity Leads Ltd for all claims arising under or in connection with this Agreement (whether arising under contract, statute, tort (including without limitation negligence) or otherwise shall be limited to the total value of monies received by E-finity Leads Ltd from the Buyer in respect to Leads traded under this Agreement.

18.3 E-finity Leads Ltd will not be liable for:

- a) any failure to comply with the provisions of this Agreement if such default is attributable to any extent to the acts or omissions of the Buyer, its agents, employees, or contractors, including without limitation the failure of the Buyer to perform its obligations under this Agreement;
- b) for any consequence as a result of complying with the Buyer requirements or at the Buyer's request;
- c) any consequences arising from the Buyer's failure to secure or comply with necessary consents, licences, permissions, laws or regulations;

19. Termination

- 19.1 Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 19.2 Either party may terminate this Agreement immediately upon notice in writing to the other party in the event the other party commits a breach of its obligations under this Agreement and this breach is material and cannot be remedied, or where remedy is possible but the other party fails to do so within thirty (30) days of notification of the breach.
- 19.3 Either party may terminate this Agreement immediately upon notice in writing to the other party in the event the other party shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation, or shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts.
- 19.4 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 19.5 The provisions of Clauses 4, 5, 6, 10, 11, 12, 13 and 14 together with any other Clause or provision which is intended or expressed to survive termination, shall so survive.
- 19.6 E-finity Leads Ltd may use any credit remaining in the Buyer's account upon termination to settle any outstanding amounts owed to E-finity Leads Ltd.

20. Assignment and Sub-Contracting

- 20.1 Neither party shall assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the other party.

21. Entire Agreement

- 21.1 This Agreement supersedes all prior Agreements and undertakings between the parties and constitutes the entire Agreement between the parties relating to the subject matter hereof.

22. Law and Jurisdiction

- 22.1 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Schedule 1 – Invalid Lead Policy

1. Invalid Lead Policy

- 1.1 E-finity Leads Ltd operates an Invalid Lead Policy in accordance with Clause 10 of this Agreement.
- 1.2 For the purposes of this policy, Leads will be split into two categories:
- a) Category A – Leads with a buy price of £15 or less;
 - b) Category B – Leads with a buy price of more than £15.
- 1.3 A Basic Invalidation Process will be applied to Category A Leads.
- 1.4 An Enhanced Invalidation Process will be applied to Category B Leads.
- 1.5 The Buyer may via the E-finity Leads Platform make a request to have a Lead invalidated in accordance with the corresponding validation process.
- 1.6 E-finity Leads Ltd will at its sole discretion determine the validity of a Lead that the Buyer has requested is invalidated.

2. Notification

- 2.1 Leads will be considered under the Invalid Lead Policy where E-finity Leads Ltd via the E-finity Leads Platform receives notification from the Buyer that they wish to have the Lead invalidated and this notification has come within seven (7) calendar days of the Leads Purchase Date.
- 2.2 Where no notification is made by the Buyer in regards to the invalidity of a Lead within seven (7) calendar days of the Purchase Date the Lead will be deemed valid and no refund will be provided.
- 2.3 E-finity Leads Ltd will use reasonable endeavours to respond to a request to invalidate a Lead within five (5) working days. E-finity Leads Ltd reserves the right where, at its sole discretion it deems it necessary to take longer before responding to the Buyer in regards to the request to invalidate a Lead.
- 2.4 The Buyer may withdraw a request to invalidate a Lead at any time up until E-finity Leads Ltd responds in regards to the validity of the Lead. Where a request is withdrawn the Lead will be deemed valid and no further request may be made by the Buyer to invalidate the Lead.

3. Lead Notification

- 3.1 Throughout the invalidation window and processing time Leads will be marked with one of the following statuses, displayed via the E-finity Leads Platform and for the purposes of tracking:
- a) Open – a request to invalidate the Lead may be made;

- b) Under Review – a request to invalidate the Lead has been made and it is now under review;
- c) Invalid – the Lead has been determined Invalid and a refund has been applied;
- d) Sold – the Lead has been determined Valid after an invalidation request was made by the Buyer;
- e) Closed – no request has been made to invalidate the Lead and the window to do so has now closed.

3.2 Notifications under this Clause are for illustrative purposes only.

4. Electronic Validation

4.1 E-finity Leads Ltd operates a robust electronic validation system in Order to prevent Invalid Leads reaching Buyers, this process includes but is not limited to:

- a) electronic telephone validation;
- b) electronic address & postcode validation;
- c) electronic validation to prevent fraudulent or offensive Customer details being supplied;
- d) electronic validation to prevent out of criteria Leads being delivered;
- e) electronic Lead matching of Customers to Buyers;
- f) the removal of duplicate Leads.

4.2 This process does not guarantee Lead details will be valid nor does it prejudice the Buyer's right to make application for a Lead to be invalidated.

4.3 This process will be applied to every Lead before that Lead is sold to the Buyer. Leads which fail this process will not be eligible to enter the sales process.

4.4 The purpose of this process is to prevent so far as is reasonably possible Invalid Leads reaching the Buyer.

5. Basic Invalidation Process

5.1 E-finity Leads Ltd will invalidate a Lead under the Basic Invalidation Process if one of the following conditions is met:

- a) **Invalid Phone Number** – the Lead contains contact details that do not work. This includes supplied telephone numbers that do not ring, do not allow voice conversation (e.g. fax machine) or have an automated service message in regards to the number not being in service;
- b) **Duplicate Lead** – the Customer has been supplied to the Buyer again for the same Product within 30 calendar days of the original Lead the Buyer received;

- c) **Test Lead** – the Lead contains details clearly identifying it as a Test Lead i.e. containing the words ‘test’, ‘testing’ in the Customer details fields;
- d) **Hoax Lead** – the Lead contains details that are clearly hoax, i.e. ‘Mickey Mouse’, ‘Joe Blogs’.

5.2 Where application is made to return a Lead under the Basic Invalidation Process E-finity Leads Ltd at its sole discretion will determine whether the Lead is invalid in accordance with the reason put forward by the Buyer.

6. Enhanced Invalidation Process

6.1 In addition to the reasons outlined in Clause 5, E-finity Leads Ltd will invalidate Leads under the Enhanced Invalidation Process if one of the following conditions is met:

- a) **Wrong Number** – the Lead contains Customer contact details that do not belong to the Customer;
- b) **Minor** – the Customer is under the age of 18;
- c) **Non UK Tax Payer** – the Customer is not resident in the UK for tax purposes;
- d) **Fraud** – the application was not made by the person identified in the Lead Data.

6.2 Where application is made to return a Lead under the Enhanced Invalidation Process E-finity Leads Ltd at its sole discretion will determine whether the Lead is invalid in accordance with the reason put forward by the Buyer.

7. Non Permitted Invalidation Reasons

7.1 E-finity Leads Ltd will be under no obligation to invalidate Leads where:

- a) the Customer has sourced advice, or purchased or arranged the Product in question after submitting their enquiry but prior to speaking to the Buyer. E-finity Leads Ltd makes it clear to the Customer the nature of the service, the name and contact details of the Buyer and that the Customer will be contacted by the Buyer for the purposes of selling, sourcing, arranging or advising on the Product in question;
- b) the Customer has changed their mind or the Customer’s circumstances have changed after submitting their enquiry;
- c) a suitable Product cannot be sourced for the Customer, whether one exists or not. This includes but is not limited to reasons of affordability, eligibility or appropriateness to the Customer’s circumstances;
- d) redemption charges or charges relating to exiting an existing Product make it uneconomical or impossible to take up a new Product;
- e) the Buyer cannot or will not provide the Customer with their preferred Product type or service;

- f) the Customer claims they are not interested in the Product in question after submitting their enquiry;
- g) any other reason not outlined in Clause 5 and Clause 6.

8. Penalty Administration Fees

8.1 Where more than 25% of the invalidation requests made by the Buyer in a calendar month are found not to qualify for invalidation and so are rejected E-finity Leads Ltd reserves the right to charge the Buyer an administration fee for processing these requests.

8.2 This charge will only be levied where E-finity Leads Ltd feels at its sole discretion the Buyer has acted unreasonably in its application to invalidate Leads.

8.3 This fee will be charged on all Leads over the allowed 25%.

8.4 This fee will be charged at £10 per Lead plus VAT.

8.5 For the purposes of illustration:

- a) Buyer A purchases 400 Leads in a calendar month and applies to have 80 of these Leads Invalidated;
- b) E-finity Leads Ltd finds 40 Leads qualify for invalidation while 40 do not;
- c) the Buyer will be charged 20 x £10 plus VAT to cover the 20 Leads over and above the allowed 25%.

8.6 Charges made under Clause 8 will be set off against the Buyer's Account Balance.

8.7 This Clause should not be read as a penalty to Buyers for making invalidation requests. There is a significant cost to processing Invalidation requests, the purpose of this Clause is to deter frivolous or unnecessary application to invalidate Leads.

9. Refunds

9.1 Where a request has been made by the Buyer to invalidate a Lead and E-finity Leads Ltd deems the Lead invalid in accordance with this Agreement E-finity Leads Ltd shall provide the Buyer with a refund equivalent to the Purchase Price of that Lead.

9.2 Refunds will be credited to the Buyer's Account Balance.

10. Variation

10.1 E-finity Leads Ltd reserves the right to amend this policy at any time.

10.2 Any changes to this policy will be notified to the Buyer via the E-finity Leads Platform.

- 10.3 The Buyer's continued use of the E-finity Leads Platform after changes to this policy have been communicated via the E-finity Leads Platform will constitute acceptance of any new or additional terms of the policy that results from those changes.

Schedule 2 – Data Protection Obligations

1. Data Protection Laws and Regulations

1.1 Both parties agree to be bound by and comply with all applicable Data Protection Legislation.

1.2 The Buyer shall indemnify E-finity Leads Ltd and keep E-finity Leads Ltd indemnified in respect of all costs, losses, damages, claims, and expenses arising as a result of a breach of its obligations under Data Protection Legislation applicable to this agreement.

2. Details of Data Sharing Between The Parties

Description	Details
Type of Personal Data	<p>The type of personal data collected includes but is not limited to:</p> <ul style="list-style-type: none"> - Name - Date of Birth - Address Details - Phone Numbers - Email Addresses <p>At times, the data collected may include details about insurance requirements, current insurance cover, current debts or lending and requests for new or additional lending</p> <p>No special category data will be collected or shared.</p>
Nature and Purpose of Processing	<p>Data is shared between the parties for the purposes of providing a service requested by the customer and governed by this agreement.</p> <p>For the purposes of this agreement both parties consider that each party processes Customer Data as a Data Controller</p>
Duration of Processing	<p>For the term of the agreement together with such longer periods as may be required by applicable laws and regulations.</p>
Categories of Data Subjects	<p>Individuals seeking insurance, lending or other personal financial service requests.</p>

3. Disclosure of Customer Data

3.1 Both parties agree not to disclose or allow access to Customer Data other than to its employees, consultants, advisors or third parties who are engaged in the performance of this agreement.

3.2 Both parties agree that any employee, consultant or advisor that Customer Data is shared with will:

- a) understand the Customer Data is confidential;
- b) are suitably trained to perform their job or role in accordance with applicable Data Protection Laws;
- c) are subject to written contractual obligations concerning the Customer Data which are no less onerous than those imposed by this Agreement;
- d) comply with Data Protection Legislation in respect of the security and protection of the privacy of any Customer Data

4. Subject Access Request

4.1 As a customer has the right to obtain information about the processing of their personal data including through a Subject Access Request and may also request rectification, erasure, restriction, portability and have the right to object, each party agrees to use all reasonable efforts to assist the other Party to comply with such obligations as are imposed on a Party by the Data Protection Legislation. This will include the obligation to:

- a) provide a party with reasonable assistance in complying with any Data Subject Request;
- b) promptly, and at least within three (3) Business Days, inform the other Party about the receipt of any Data Subject Request;
- c) inform the Customer whose data may be processed under this agreement of the processing;

5. Security

5.1 Both parties agree to comply with requirements in the Data Protection Legislation in regards to data security and protection of the privacy of any Customer Data and to put in place such processes and technology required to safe guard Customer Data against a security breach.

6. Data Security Breach

6.1 Both parties agree to have in place appropriate measures and procedures to deal with any Data Security Breach. In respect of shared Customer Data each party will inform the other Party where there has been an actual or potential Data Security Breach within twenty four (24) hours; giving full disclosure of the Data Security Breach and will discuss with the other Party the actions required to notify and inform the Regulator and to deal with, resolve and overcome the breach and such steps as may be agreed and required to prevent a further breach.

7. Each Party warrants to each other Party that:

- a) it has and shall continue to hold throughout the term of this agreement, all rights, consents and licences necessary to enable it to carry out its obligations under this agreement including a valid registration as a Data Controller with the appropriate regulator;
- b) it shall not use or allow any third party to use any Customer Data other than for the purpose outlined in this agreement and shall not sell or transfer Customer Data to a third party for that party's own benefit or outside of the terms of this agreement;
- c) maintain a record of Data Subject Requests and shall to the extent permitted and required by law, correct any personal data which it believes is or has become inaccurate and promptly respond to a Subject Access Request and carry out any reasonable request to rectify, erase, restrict, port and or give effect to objecting to the use of the personal data provided that such request does not put that Party in breach of any applicable laws and regulations;
- d) maintain complete and accurate records and information to demonstrate its compliance with the provisions of this Agreement and the Data Protection Legislation; and
- e) will not process any Customer Data outside of the EEA without the prior written consent of the other party.