

Effective from 21 December 2009

## 1 Selftrade Identity Monitor – Terms and Conditions

These Selftrade Identity Monitor Terms and Conditions will take effect when you use and access our Selftrade Identity Monitor web pages. Please read these carefully as they set out the basis upon which we will provide our services to you. You should print a copy and keep it in a safe place.

When you register for Selftrade Identity Monitor, you will be asked to enter into a separate contract with Garlik Limited (the Garlik Terms as defined below). We will not be able to provide you with Selftrade Identity Monitor unless and until you do this.

By using Selftrade Identity Monitor you agree to these Terms and Conditions and understand that they form a legally binding agreement between you and us.

### Section 1 Definitions

In these Selftrade Identity Monitor Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions also apply. Please see the web page 'Important Information' on our **Website** for access to our **General Terms and Conditions** and further information on **us** and **our services**.

**Garlik Terms** – the terms that apply to the Selftrade Identity Monitor Services provided by Garlik. These may be accessed at [www.selftrade.co.uk/important-information.php#terms-of-business](http://www.selftrade.co.uk/important-information.php#terms-of-business).

**Regulations** – The Consumer Protection (Distance Selling) Regulations 2000, as amended by The Consumer Protection (Distance Selling) (Amendment) Regulations 2005.

**Selftrade Identity Monitor** – a monitoring service that finds, tracks and monitors your personal information across unsecured websites, sources of traded data and Government databases.

**Selftrade Identity Monitor Lite** – a monitoring service that finds, tracks and monitors your personal information across sources of illegally traded data, limited to one name, one address, one email address and one credit or debit card.

**Selftrade Identity Monitor Services** – the monitoring services provided by Garlik and which comprise Selftrade Identity Monitor Lite and/or the full Selftrade Identity Monitor services and any other services described in these Selftrade Identity Monitor Terms and Conditions, as applicable to you.

**Selftrade Identity Monitor Terms and Conditions** – these terms and conditions of the Selftrade Identity Monitor Services, the General Terms and Conditions, any Supplemental Terms and Conditions and any other documents referred to therein.

**Website** – [www.selftrade.co.uk/identity-monitor](http://www.selftrade.co.uk/identity-monitor)

### Section 2 Information on Garlik and Selftrade

**2.1** We (Talos Securities Limited trading as **Selftrade**) are authorised and regulated by the Financial Services Authority (FSA) (registration no. 208271); please refer to [www.fsa.gov.uk/Pages/register/](http://www.fsa.gov.uk/Pages/register/) for further details. Our registered office is at Boatman's House, 2 Selsdon Way, London E14 9LA. For further information on us, please see section 3.1 of the General Terms and Conditions and/or the Website. You may also contact us at [info@selftrade.co.uk](mailto:info@selftrade.co.uk).

**2.2** Garlik Limited ("**Garlik**") provides an online service dedicated to helping individuals and their families take more power in the use of their personal information. Garlik's site is operated by Garlik. Garlik is registered in England and Wales under company number 05357233 and its registered office is at Thames House, Portsmouth Road, Esher, Surrey, KT10 9AD. Garlik's VAT number is 849051711.

### Section 3 Selftrade Identity Monitor – the Services

#### Availability

**3.1** The Selftrade Identity Monitor Services are only available to Selftrade existing customers who have an Account with Selftrade, are private individuals acting in a personal capacity or other family circumstances, and who are 18 years old or over. As a Selftrade customer, you will have agreed to our General Terms and Conditions, together with any applicable Supplemental Terms and Conditions. These Selftrade Identity Monitor Terms and Conditions are supplemental to our General Terms and Conditions. Should the General Terms and Conditions conflict with these Selftrade Identity Monitor Terms and Conditions, the last shall prevail with respect to the Selftrade Identity Monitor Services.

**3.2** Our services and products are intended for customers in the United Kingdom. Accessing these services from outside the United Kingdom may be against the law in the country concerned. Products and services featured on the Website do not amount to an invitation to customers outside the United Kingdom to purchase these products.

**3.3** We provide you with an on-line only facility to register for the Selftrade Identity Monitor Services. By agreeing to these Selftrade Identity Terms and Conditions, you acknowledge that we cannot guarantee that we will always search, find, track, identify and monitor all of your personal information, or provide comprehensive, conclusive or exhaustive advice for measures against identity theft.

You are reminded that we provide an execution-only service and your decision to register for and/or purchase services from us is made entirely at your discretion. We do not give personal recommendations or information. If you are unsure about the suitability of any product, you should seek independent advice.

**3.4** The technology used is very sophisticated but not infallible. If the information passed is not correct it is your responsibility to identify the mistake and, as such, we relinquish all liability which by law we can exclude, in respect of all losses you may incur.

#### Registration

**3.5** You will need to register on-line through your Selftrade account to use the Selftrade Identity Monitor Services provided by Garlik. During the registration process, you will be required to enter into a separate contract with Garlik. You will then be taken through a series of steps where you will be asked to provide information about yourself. Please ensure that the information you enter is accurate. When you have completed the registration process, you will receive an e-mail acknowledging that we have received your details and confirming your registration. For further information, please see our Website at [www.selftrade.co.uk/identity-monitor](http://www.selftrade.co.uk/identity-monitor).

**3.6** The contract will be formed when you receive confirmation that your registration is complete. You should normally be able to access your Selftrade Identity Monitor Service immediately on formation of the contract.

## Details of the Selftrade Identity Monitor Services

**3.7** The Selftrade Identity Monitor Services will search, find, track and monitor your personal information online and provide expert advice on how to protect yourself against identity theft and financial fraud. The terms of the agreement for the Selftrade Identity Monitor Services is 12 months. More information can be found at [www.selftrade.co.uk/identity-monitor](http://www.selftrade.co.uk/identity-monitor) or you can email us at [selftrade@garlik.com](mailto:selftrade@garlik.com) with any questions that you may have.

## Section 4 Payments

**4.1** The fees for the Selftrade Identity Monitor Services are detailed on our Website at [www.selftrade.co.uk/identity-monitor](http://www.selftrade.co.uk/identity-monitor).

**4.2** In consideration of Garlik providing you with the Selftrade Identity Monitor Services, you agree to pay us the fees described above in section 4.1. Payments of the fees are made in advance of delivery of the Selftrade Identity Monitor Services by debit card or credit card and will be collected by Garlik through Garlik's payment gateway, WorldPay. You will be required to make your payment after you have accepted the terms of WorldPay and will be transferred to Garlik's secure server to effect the payment. You may further be required to validate your payment by registering with the card supplier and entering a verification code. The final transaction will appear on your statement as "Garlik Richmond GB". We will not accept payments in the event that you are unable to validate your payment.

## Section 5 Cancellations and variations

### Cancellation by You

**5.1** By agreeing to these Selftrade Identity Monitor Terms and Conditions, you hereby consent to us providing the Selftrade Identity Monitor Services to you as soon as we deem appropriate, which may be before the end of the cancellation period provided for by the Regulations. The cancellation period under the Regulations is normally up to seven working days from the day after the contract was concluded, although this can be extended in some circumstances. In agreeing to this term, your right to cancel this service and claim a refund as per the Regulations expires as soon as we commence providing the Selftrade Identity Monitor Services to you.

**5.2** Notwithstanding section 5.1 above, you may cancel your subscription or membership for Selftrade Identity Monitor within the first 14 days from the day after the contract was concluded. In this time you will be entitled to a full refund. Once you receive confirmation that your account has been cancelled you will no longer be able to access the services, from that moment on. You will not be entitled to a refund if you cancel your subscription or membership after the 14 days' period mentioned above has expired.

**5.3** To cancel your subscription or membership, you must log into your Selftrade Account, access the Selftrade Identity Monitor Services and select the 'Email Us' option to send an email requesting cancellation. If you experience any difficulties or problems, please email [selftrade@garlik.com](mailto:selftrade@garlik.com). Once you have cancelled your subscription, Selftrade may retain certain data attributed to you where necessary to prevent fraud or future abuse, or to comply with relevant national laws and/or regulations. All retained data will continue to be subject to the terms of our Privacy Policy.

### Cancellation by Selftrade

**5.4** Selftrade reserve the right to terminate your membership and stop providing you with the Selftrade Identity Monitor Services at any time at Selftrade's complete discretion. Wherever reasonably practicable, we will provide you with the full amount of account/product access still due to you under your subscription terms. Alternatively, we may, in our sole discretion, decide to provide you with compensation for the cancellation of your subscription/membership. Please note however, that you have no express right to such compensation.

## Section 6 Renewals

**6.1** Unless you inform us otherwise, we will assume that you consent to us having the right to automatically renew your Selftrade Identity Monitor Services at the end of its term. We will contact you prior to the end of the term of your Selftrade Identity Monitor subscription with the applicable terms and conditions of renewal.

Please note that you will have 30 days in which to decline the renewal or make changes to the terms of the renewal, if applicable; if you do not contact us during this period, we will assume that you are happy for the service to renew automatically as indicated.

## Section 7 Complaints

**7.1** Any complaint about Selftrade's services should be directed to Selftrade in accordance with section 8.15 of the General Terms and Conditions. Any complaint about the Selftrade Identity Monitor Services should be addressed to the Compliance Officer, Selftrade, Boatman's House, 2 Selsdon Way, London, E14 9LA or please call us on 0845 0700 720. For full details of our complaints procedure please see the Important Information section of our website at [www.selftrade.co.uk](http://www.selftrade.co.uk).

## Section 8 Other Matters

**8.1** We try to ensure that the Website is available for access 24 hours a day, 7 days a week. However it may, on occasions be necessary to close or suspend provision of any of the services on the Website for the purposes of repair, maintenance or development. Access to the Website or operation of any of the services may be interrupted by circumstances beyond our control.

**8.2** We take care to ensure that the contents of the Website are as clear, accurate and as easy to use as possible, but cannot accept responsibility (to the extent permitted by law) for any interruption or delay in access to the Website or for any inaccuracies, incompleteness of information, errors or omissions in respect of information on the Website or on any to which the Website may be linked. The information is subject to change at any time without notice and we do not warrant that any of the products or services mentioned on the Website are available. No warranty is given as to the freedom of the Website from errors, defects or viruses.

**8.3** Parts of the Website are provided by our agents and third parties. We try to ensure that our sources of information are reputable and that they take due care in preparing the information. However, we do not verify the information of third party websites ourselves, and we do not guarantee that it is correct. We are also not responsible for any information on the Website or any site linked to the Website which is being marketed by a third party.

### Privacy Policy

**8.4** For information on how we will use your personal information, please refer to our Privacy Policy, which can be found at [www.selftrade.co.uk/privacy-policy.php#identity-monitor](http://www.selftrade.co.uk/privacy-policy.php#identity-monitor).

### Our Liability

**8.5** Nothing in these Selftrade Identity Monitor Terms and Conditions shall limit our liability for death or personal injury resulting from our negligence or for liability that may exist or for any liability which cannot be limited or excluded under applicable law. In particular, any exclusion of liability on our part does not limit your statutory rights. Subject to the above, our liability under these Selftrade Identity Monitor Terms and Conditions for all claims for loss or damage suffered by you shall not exceed £1 million howsoever that liability arises, including (without limitation) breach of contract, tort, misrepresentation (other than fraudulent misrepresentation) or breach of statutory duty. These limitations do not affect your statutory rights. For further information, please see [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk).

### Changes to these Terms

**8.6** From time to time we may change these Selftrade Identity Monitor Terms and Conditions and you will be informed by notice placed on our Website and served to your secure email address with us. Any change which is made to reflect a change of applicable law or regulation will take effect immediately or otherwise as we may specify. We will give you 30 days notice of any other change.

### Applicable Law

**8.7** These Selftrade Identity Monitor Terms and Conditions, the agreement between you and us and your use of the Selftrade Identity Monitor Services is governed by the laws of England and Wales. The agreement between us is only available in the English language.