



## Service Trial Agreement for our standard myICC service

**By using the ID and password to access ICC's service you will be accepting the offer of a trial period of use and agreeing to be bound by the following terms. They include terms which:**

- **require you to treat all information you obtain from the service as strictly confidential and not to disclose it to any other person, and**
- **require you not to use any information you obtain from the service to make a credit decision or for any other commercial purpose, and**
- **contain restrictions on ICC's liability to you for any loss arising from using the service.**

### **1. Your use of the Service:**

- 1.1 ICC and third party contributors own all intellectual property rights in the databases on which the service is based. ICC licenses you for the trial period to make reasonable use to evaluate the service by conducting searches on the databases and to use, down-load, copy and keep the document images and reports which are available, subject to these terms.
- 1.2 No charges will be made for your use of the service during the trial period.
- 1.3 Your user I.D and password are confidential and may only be used by you as the end-user. They must not be disclosed to or used for any other person.
- 1.4 You should interpret the information obtained from the service in accordance with the definitions and explanations of accounting terms provided.
- 1.5 You may call our client services staff on 020 8481 8855 during the working day to help you navigate the web-site or verify any information content.

**2. Confidentiality:** Some facts or credit opinions may be regarded as defamatory or damaging, particularly by the subject of a report. You must treat all information obtained from the service as strictly private and confidential and not allow any information obtained from the service to be disclosed to or used for any other party, whether for resale or otherwise.

**3. Data Protection Act:** You must conform with all relevant principles and regulations governing the holding and processing of any personal data you obtain from the service.

**4. ICC's Liability to you:** ICC has offered you this trial to familiarise yourself with ICC's service and in this context ICC makes no representation or warranty about the databases, the service you will receive or hours of availability. You should not use any information you obtain from the service to make a credit decision or for any other commercial purpose. ICC does not seek by the terms of this Agreement to limit its liability for death or personal injury caused by its negligence, or for fraud, breach of statutory duty or for any wilful act calculated to cause you or others harm or loss but, except for these cases, (i) ICC shall not be liable to you or any other person claiming through you in tort or contract for any loss of profit, or for any indirect or consequential loss, cost or damage arising out of any error, omission or defamatory statement in the databases or any report and (ii) ICC's maximum liability to you for direct losses in connection with your use of the service, whether by way of damages, legal costs or otherwise shall be limited to a total amount equal £20,000.

**5. Applicable Law:** This Agreement shall be interpreted in accordance with the laws of England and any dispute relating to it will be subject to the jurisdiction of the English courts.