

## Terms and Conditions

1. These Terms and Conditions apply to the individual ("you/your") who instructs Callcredit Limited ("we/us/our") to provide their credit report ("Credit Report Services") to HD Decisions Limited ("HD") via the website at [www.moneyextra.com](http://www.moneyextra.com) ("Website").
2. Your credit report will not be provided to you directly. However it will be used by HD to identify and rank credit card offers which are most appropriate for your circumstances ("HD Services").
3. You may only request your own credit report. It is unlawful to order credit information about anyone else.
4. Notwithstanding any provision to the contrary, nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law. Nothing in these Terms and Conditions affects any statutory rights you may have as a consumer.
5. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Credit Report Services or the HD Services or that they will be timely or error-free or that defects will be corrected, or that the computer systems that make them available are free of viruses or bugs.
6. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website at [www.moneyextra.com](http://www.moneyextra.com) ("Website") and we accept no liability of any kind for any loss or damage from action taken or taken in reliance on the Credit Report Services, the HD Services, or any other material or information contained on the Website. Except as otherwise stated in these Terms and Conditions we will not be liable whether for breach of contract, negligence or otherwise for any direct or indirect economic losses you may make (these include without limitation any loss of revenue or loss of income); or any indirect, special or consequential losses arising out of or in connection with the Credit Report Services or the HD Services whether these losses were foreseeable or not at the time you requested the Credit Report Services, or the HD Services.
7. We will use reasonable endeavours to ensure that the information provided in your credit report is accurate, however, we rely on information from various different sources to put together your credit report. We accept no liability for any losses you may incur due to the details of your credit report being inaccurate or not up to date; or for any other losses you suffer in connection with the provision of the HD Services.
8. Except as expressly stated in these Terms and Conditions we give no conditions, undertakings or warranties (whether express or implied) in relation to the Credit Report Services, and the HD Services.
9. The Credit Report Services shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England.
10. We shall be under no liability for any delay or failure to deliver the Credit Report Services or otherwise perform any obligation as specified in these Terms and Conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond our reasonable control.
11. Our total liability to you (whether in contract, tort or otherwise) for any loss or damage arising out of your use of the Credit Report Services will be limited to £100.
12. If any portion of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms and Conditions shall not be affected.
13. These Terms and Conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the UK Contracts (Rights of Third Parties) Act 1999) but this does not affect any rights or remedies of a third party which exist or are available apart from that Act.
14. These Terms and Conditions (together with information on the Website referring to the Credit Report Services) supersede all prior representations understandings and agreements between you and us relating to the Credit Report Services ("Services") and sets forth the entire agreement and understanding between you and us in connection with such Services.