

## **PRIVACY POLICY**

### **Use of Information**

1. We may sometimes collect, use, share and store personal and financial information about you and, where applicable, your directors, trustees, officers, shareholders, members, partners, guarantors and other company or business officials (your **information**). Your information includes information we:
  - a) obtain from you or from third parties (such as employers, joint account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations), and from public information such as County Court judgments (CCJs), when you apply for any product or service, or which you or they give us at any other time;
  - or
  - b) learn from your dealings, such as dates, amounts, currencies and name and type of supplier.
2. We may share your information with other companies in the Group and any group company may use the information for the same purposes as we use it.
3. You warrant that, where you provide information about directors, trustees, officers, shareholders, members, partners, guarantors and other company or business officials and others (e.g. dependants or joint account holders), you have:
  - a) notified such individual of the purposes for which we may use their data, as set out in this clause;
  - b) obtained the consent of such individuals or are otherwise entitled to provide this information for us to use pursuant to this Agreement.
4. We may use your information to assess and identify applicants. We may also use it to provide you with services, for assessment and analysis (including credit or behaviour scoring) and to prevent or detect crime. Making regulatory checks and performing duties to regulatory authorities, developing and improving services and protecting their interests are other uses to which we may put your information. In doing these things we may supply a party's current and previous names, addresses and dates of birth. If you give us false or inaccurate information and we suspect fraud, we will record this. Declined applications based on automated credit scoring can be reviewed manually on request.



5. We may use your information to contact you by letter, phone, fax or any electronic means about our and other people's products or services which may be of interest to you. You may tell us at any time if you no longer wish to be receive marketing communications from us or any third party by writing to us, (quoting your full name, address and account details (if any)).
6. Any search at a credit reference agency will leave a search "footprint" on your file. If the search was for a credit application that footprint (but not the searcher's name) may be seen by other organisations to whom you apply for credit in future. Agencies link applicants' previous and later names and addresses.
7. We and credit reference and fraud prevention agencies will share your information. We and other organisations may use your information to make credit decisions and prevent or detect fraud, money laundering and other crime.
8. Potential uses of your information (see paragraph 1) or information about your partner or other members of your household include:
  - a) managing credit and credit-related accounts or facilities;
  - b) checking insurance proposals and claims;
  - c) recovering debt;
  - d) checking details of job applicants and employees; and
  - e) checking public information such as CCJs and Electoral Register information.
9. Information credit reference agencies hold about you may be "associated" with records about your partner or members of your household. Any enquiry to a credit reference agency may be assessed against "associated" records. Someone's record will be "associated" with yours if:
  - a) you make a joint application; or
  - b) you advise us of a financial association with another person; or
  - c) the credit reference agencies have existing, linked or "associated" records. This "association" will be considered in all future applications by either or both of you and continue until one of you files a successful "disassociation" to the credit reference agencies.
10. Credit reference agencies record our enquiries. They may record, use and supply information we give them to lenders, insurers and other organisations. Details of false or inaccurate information or suspected fraud may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may use this information. Organisations in and outside the UK may use information recorded by fraud prevention agencies.
11. We may give your information to:
  - a) other Group companies;
  - b) our agents or people who provide us with services (provided that they keep the information confidential);
  - c) anyone to whom we may or do assign, sell, securitise, sub-participate, mortgage, charge or otherwise transfer any of our rights or duties or interests or risks under, or novate all or part of, this Agreement or any Hire Agreement (see Clause 16.2);



- d) any third party following any restructure, sale or acquisition of a Group company (provided the recipient uses your information for the same purposes as it was originally supplied to, and/or used by, us); and
  - e) any authorities, regulatory and similar bodies to identify fraud, money laundering and other crime, make regulatory checks, perform our duties to regulatory authorities, help collect parking and speeding fines, unpaid congestion charges and other road traffic penalties.
12. We may reveal your information (see paragraph 1) if we have a duty, or the law allows us, to do so. Otherwise we will keep your information confidential.
  13. Information that we, other organisations and fraud prevention agencies provide about you, your directors, trustees, officers, shareholders, members, partners, guarantors and other company or business officials and your "associate(s)" and any business you have to credit reference and fraud prevention agencies may be supplied to other organisations. We and those organisation may use that information to: (i) check your identity if you and/or your "associate" apply/applies for other facilities or make insurance applications and claims); (ii) help other organisations to make decisions on credit, credit-related services and on motor, household, life and other insurance proposals and insurance claims; (iii) trace your whereabouts and recover payment if you do not make payments that you owe; (iv) carry out checks to prevent or detect fraud, money laundering and other crime; (v) do statistical analyses and system testing; and (vi) do other things to which you specifically agree or, in very limited circumstances, when the law requires or the Data Protection Act 1998 allows.
  14. We will not transfer your information to anyone in another country unless they agree to apply the same level of protection as we are required to apply to that information and to use your information strictly as we instruct them.
  15. A Group database will store your information. Any Group company may use it for (i) training; (ii) credit assessment; (iii) decisions under this annex 6; (iii) market or product analyses; and (iv) preparing statistics.
  16. We will hold your information after your account closes, or, if your application is declined or abandoned, for as long as legal, regulatory, fraud prevention and lawful business purposes allow.
  17. You, or any of the individuals whose information you provide to us, can write to us for a copy of the information we hold about that individual. We will charge for this service. Please write to us at our address given above if you require details of the credit reference and fraud prevention agencies with whom we deal.

For & on behalf of the Directors of iFleet Ltd