



Terms & Conditions

These DataPal Terms & Conditions ("**Terms & Conditions**") when incorporated into an Agreement constitute a legal agreement between: (1) You; and (2) Affinion International Limited, a company incorporated in England under the company number 1008797 and with its registered office at Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, United Kingdom ("**Affinion**", "**We**", "**Us**", "**Our**").

IMPORTANT:

YOUR DATAPAL MEMBERSHIP PROVIDES YOU WITH ACCESS TO:

- **SERVICES WHICH ARE PROVIDED DIRECTLY TO YOU BY AFFINION (REFERRED TO BELOW AS THE "AFFINION SERVICES"); AND**
- **SERVICES WHICH ARE PROVIDED BY THIRD PARTY PROVIDERS (REFERRED TO BELOW AS THE "THIRD PARTY SERVICES").**

THE THIRD PARTY SERVICES ARE NOT PROVIDED BY AFFINION AND AFFINION IS NOT RESPONSIBLE FOR THOSE THIRD PARTY SERVICES. HOWEVER, AS PART OF YOUR DATAPAL MEMBERSHIP, AFFINION WILL PROVIDE YOU WITH REASONABLE ASSISTANCE IN RELATION TO SUCH SERVICES AS FURTHER DESCRIBED IN THESE TERMS & CONDITIONS BELOW.

The Affinion Services are provided subject to these Terms & Conditions (which include Section A and Section B below). The Third Party Services are provided subject to the Third Party Terms and Conditions (which incorporate the User Licence Agreements) and which are set out in Section C below. By using a Third Party Service you accept the relevant Third Party Terms and Conditions. When accepted, the Third Party Terms and Conditions constitute a legal agreement between you and the relevant Third Party Provider and, for the avoidance of doubt, Affinion is not a party to the Third Party Terms and Conditions.

It is important that You read all of the documents which relate to the Affinion Services and Third Party Services carefully since they contain important information about your DataPal Membership and the services which you can access pursuant to your DataPal Membership, including your rights and obligations. Please keep your documents together and in a safe place in case You need to refer to them in future.

These Terms & Conditions are provided with a "Welcome E-mail" which sets out the pricing and duration of your DataPal Membership which You have agreed as part of your Application. Your use of the Services shall be governed by: (1) these Terms & Conditions and (2) the applicable Third Party Terms and Conditions, as detailed in Section C below.

Section A. Your DataPal Membership

1. Definitions

Where the capitalised words below appear in these Terms & Conditions or Third Party Terms and Conditions they have the following meanings:

Affinion Services: means the services which will be provided to you by Affinion as part of your DataPal Membership as further specified in Section B and the registration and services relating to uploading and accessing your documents via the E-Safe Application as further specified in Section B.

Agreement: means the agreement between You and Affinion which is formed on the acceptance of your Application by Affinion and which is subject to and incorporates these Terms & Conditions (as set out in this Section A and Section B below).

Application: means your application for DataPal Membership, which will be considered by Affinion prior to the commencement of the Term.

CloudMe: means CloudMe AB, a company registered in Sweden with registration number 556741-2431 and whose registered office is at Box 569, SE-581 07 Linköping, Sweden.

DataPal Information: means any documents, notifications or information collected and delivered to You by Affinion as part of or during the provision of the Online Data Monitor Service (including but not limited to data monitoring alerts).

DataPal Membership: means membership which is granted to You by Affinion and which makes the provision of the Services available to You in consideration for payment of the Fees.

E-Safe: means the online access, encryption and storage for your Personal Information. The E-Safe is provided by 1) Affinion for the E-Safe Application and 2) CloudMe for the E-Safe Storage

E-Safe Application: means the online access and encryption service for your Personal Information including passwords and electronic copies of documents or files which is provided by Affinion as described in Section B below.

E-Safe Storage: means the online storage of your encrypted Personal Information including passwords and encrypted electronic copies of documents or files which is provided by CloudMe as described in Section C below.

Fees: means the amount payable for Your use of DataPal as notified during the Application process, and confirmed to You in the Welcome E-mail.

Mobile Secure Browsing: means a software package designed to allow You to browse the internet safely from your Android or Apple mobile phone or tablet, which is provided by SentryBay and as described in Section C below.

Online Data Monitor Service: means the data monitoring service described in Section B below (which forms part of the Affinion Services).

PC and Laptop Secure Browsing: means a software package designed to minimise the risk of internet based fraudulent activity from a PC or Laptop (excluding Mac) which is provided by SentryBay and described in Section C below.

Personal Information: means any information, data, documents and files belonging to You which You register or input into the Website.

SentryBay: means SentryBay Limited, a company registered in England and Wales with registration number 06370537 and whose registered office is at 3 Manchester Square, London, W1U 3PB.

Services: means collectively the Affinion Services and Third Party Services which are available to you as part of your DataPal Membership.

Term: means the period of time commencing on the day we send You your Welcome E-mail until the date that your DataPal Membership is terminated or cancelled in accordance with clause 3 (Cancellation and termination) below.

Third Party Provider: means either SentryBay or CloudMe (as applicable).

Third Party Services: means: (i) PC and Laptop Secure Browsing; (ii) Mobile Secure Browsing; (iii) the E-Safe Storage; and (iv) any other service made available to You through your DataPal Membership except for the Affinion Services.

Third Party Terms and Conditions: means the terms and conditions which are stipulated by the Third Party Provider (set out in Section C, below) which must be accepted by You prior to use of the applicable Third Party Services namely: (i) PC and Laptop Secure Browsing provided by SentryBay; (ii) Mobile Secure Browsing provided by SentryBay and; (iii) E-Safe Storage provided by CloudMe.

UK: means the United Kingdom, including Northern Ireland and Isle of Man.

User Licence Agreements: means the user licence agreements that apply to the Third Party Services and which form part of the applicable Third Party Terms and Conditions.

Website: means www.datapal.co.uk

Welcome E-mail means the email sent to You upon Affinion accepting your Application.

You, your: means the person to whom the Welcome E-mail is addressed.

2. Your eligibility

DataPal Membership is only available to people whose main home is in the UK and who are at least 18 years of age. You are under an obligation to inform Affinion if You are moving and will no longer be a UK resident. DataPal Membership is not available if your address is a BFPO, PO Box and/or business address.

3. Cancellation and termination

3.1 Cancellation by You

You have the right to cancel your DataPal Membership within 14 days starting from the start date set out in Your Welcome E-mail. If You cancel within this period You will be entitled to a refund of the Fees You have paid to Affinion, if any.

You can cancel by contacting Us as follows:

In writing:

DataPal, Operations Centre, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF, or

By calling:

03XX XXX XXXX (To maintain a quality service, we may monitor or record phone calls. Lines are open 8am to 8pm, Monday to Friday, and 9am to 5pm on Saturday, excluding bank holidays. Calls to 03** numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages.

3.2 Termination by You

On expiry of the 14-day period referred to in clause 3.1 (Cancellation by You) above, You can terminate your DataPal Membership at any time by notifying Affinion in accordance with clause 10 (Contacting Us).

You will not be required to pay any further Fees from the date we receive notice from You in accordance with this clause 3.2. However, save as set out in clause 5 (Changes to your Agreement) below, any Fees already paid will be not be refunded.

3.3 Termination by Affinion

Termination with notice

We can terminate your DataPal Membership by giving you at least 30 days' notice by email and/or in writing where there is a valid reason for doing so. We will send an email to the latest email address and/or letter to the latest postal address we have for you setting out the reason for cancellation. Valid reasons may include, but are not limited to:

where We have not been able to collect the Fees. In this case, We will make reasonable efforts to contact You requesting payment by a specific date. If We are unable to contact You or do not receive payment by this date your DataPal Membership will be terminated;

- (a) where We have not been able to collect the Fees. In this case, We will make reasonable efforts to contact You requesting payment by a specific date. If We are unable to contact You or do not receive payment by this date your DataPal Membership will be terminated;
- (b) a Service is no longer available, for example, if a Service is being discontinued. If We terminate for this reason, We shall give You with at least 30 days' prior notice and (if applicable) provide You with a pro-rata refund of any Fees that You have already paid for the period after the date of termination;
- (c) You cease to be a resident within the UK;
- (d) You have breached the terms of your Agreement or any of the Third Party Terms and Conditions. If such breach is capable of remedy, We shall notify You of the details of the breach. If You do not cure such breach within 30 days of the date of Our notification, We may terminate your DataPal Membership; or

Termination without notice

We may immediately terminate your DataPal Membership without notice if:

- (a) You attempt to copy, adapt, modify or reverse engineer any software provided as part of your DataPal Membership or any part of the Services (except to the extent that any such action is permitted by law), or
- (b) You Use any element of Your Datapal Membership (including but not limited to the E-Safe Application) for; copyright infringement, terrorism, religious fanaticism, racism, abuse, bullying, child pornography, or any other legally or morally unacceptable purpose

Where we are required to contact You under this clause 3.3, We shall use the latest e-mail or postal address that we have for You. Where we have received returned e-mail or post and have been unable to obtain an updated home and/or email address for You, We will not send out a letter of cancellation and We may terminate your DataPal Membership without further notice.

Cancellation or termination of your DataPal Membership shall terminate Your Agreement (which is with Affinion) and all agreements you have with Third Party Providers.

3.4 Consequences of cancellation or termination

If your DataPal Membership is cancelled or terminated, your use and access to all the Services will stop immediately. You must immediately remove any of the software You have installed and/or downloaded as part of your DataPal Membership.

IMPORTANT: If You cancel or terminate your Datapal Membership You are responsible for immediately deleting any Personal Information that You have registered on the Website including any information You have stored via the E-Safe. If you do not delete this information before cancellation or termination of your DataPal Membership, We reserve the right to, and you should note that CloudMe may permanently delete your Personal Information and/or any DataPal Information from the Website and the E-Safe .

If We terminate your Datapal Membership without notice, We reserve the right to immediately and permanently delete any Personal Information that You have registered on the Website including any information You have stored via the E-Safe.

4. Fees

The Welcome E-mail sets out the Fees that You have agreed to pay in order to use the Services. Payment of the Fees will be made in accordance with the payment method and terms set out in the Welcome E-mail. We may change the Fees at any time though We will give You at least 30 days' advance notice before doing so.

The Fees which you pay to Affinion will entitle you to use both the Affinion Services and the Third Party Services, and accordingly no additional sum is payable by you to the Third Party Provider to use the Third Party Services.

5. Changes to Your Agreement

We will only make changes where we have a valid reason to do so. We will notify you by email and/or in writing regarding any material changes to the Services including changes to Third Party Providers or Third Party Services (which may require you to accept additional Third Party Terms and Conditions), Your Agreement or the Fees and will give you at least 30 days advance notice before making any such change. In the event of any such changes your continued use of the Services following the notice period constitutes your acceptance of the changes to your Agreement and/or acceptance of the Third Party Terms and Conditions (as applicable). If You do not agree to the changes, You may terminate Your DataPal Membership as described in paragraph 3.2 (Termination by You) and (if applicable) We will give you pro-rata refund of the Fees you have already paid for the period after the date of termination.

6. Choice of Law, jurisdiction and language

These Terms & Conditions and Third Party Terms and Conditions are governed by and interpreted in accordance with the laws of England and Wales. Disputes arising in connection with your these Terms & Conditions and/or any Third Party Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of England and Wales unless you choose the jurisdiction of your domicile if you are domiciled in Scotland or Northern Ireland. Unless Affinion agree otherwise, the language of relating to your agreement with Affinion and each part thereof generally and all communications relating to it will be English.

7. How to make a complaint regarding the Services

If You have cause for dissatisfaction and wish to complain about your DataPal Membership, any of the Services or about the way in which your DataPal Membership was sold please contact Affinion on 03XX XXX XXXX or write to: Customer Relations Manager, DataPal, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting your DataPal Membership number. We aim to promptly solve most of our customers' complaints at the initial point of contact. Our staff are fully trained to deal with your complaint quickly and efficiently. As described above, Affinion is not responsible for the provision of the Third Party Services. However, where any cause for dissatisfaction or complaint results from the Third Party Services, Affinion shall raise and manage the complaint on your behalf with the applicable Third Party Provider.

Should You not be satisfied with the initial response You have received, your complaint will be escalated to by the Customer Relations Team who will aim to resolve your complaint, if this is possible, by the end of the next working day after your complaint has been escalated. If We cannot resolve your complaint within this time We will write to you within 5 working days, and endeavour to resolve the problem within 4 weeks. If We cannot respond within these timescales We will write to You again within 4 weeks to provide You with a final response or to let You know when We will contact You again, which will be within 8 weeks from when You first contacted us about your complaint.

8. General rights

This Agreement constitutes the entire agreement between You and Affinion and supersedes any prior agreements between You and Affinion regarding its subject matter. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9. Security

You may be required to validate any request You make to Affinion by providing the security details You have registered during your Application. Failure to provide such security details or other suitable validation will result in Affinion refusing to act upon such a request. If You have not registered security details with Us, You should contact Affinion on 03XX XXX XXXX as soon as possible to ensure We are able to provide you with your DataPal Membership.

10. Contacting us

You may contact Affinion:

- (a) by post, by writing to DataPal, Operations Centre, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF, or
- (b) by telephone, by calling: 03XX XXX XXXX. Lines are open 8am to 8pm, Monday to Friday, and 9am to 5pm on Saturday, excluding bank holidays. Calls to 03** numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages, or
- (c) by email to enquiries@datapal.co.uk, or
- (d) via the 'Contact Us' link on the Website.

You are advised that any telephone calls made to Affinion, its administration and claims handling units may be recorded. These recordings may be used to monitor the accuracy of information exchanged between You and the relevant staff. They may also be used to allow additional training to be provided to Affinion staff, for quality control purposes and in the investigation of any complaints or queries regarding the Services. The staff are aware that conversations are monitored and recorded.

11. Keeping details up to date and changing address

To ensure that You are entitled to receive the full benefits provided by your DataPal Membership, You must keep Affinion informed of any changes, additions or deletions to your registered card for payment of the Fees. You must also promptly inform Affinion of any change to your home address or any other details submitted by You as part of the registration process. If You wish to change your contact details You can do so using your Account Profile on the Website. If You wish to change or edit your registered card for paying Fees, You can do so by telephone as set out in section 10 above.

12. Data Protection

This section sets out how Affinion handles and stores Your data. For more information about how Third Party Providers handle and store data You provide to them when using the Third Party Services, please see Section C. Affinion is not responsible for the processing of your Personal Information by the Third Party Service Providers nor do we warrant or guarantee that the privacy policies of such Third Party Service Providers comply with applicable law. We advise you to read their policies carefully before you accept the Third Party Terms and Conditions.

Affinion will only use your personal data in accordance with our Privacy and Cookies Policy (available at www.datapal.co.uk or by following this [link](#)). Please take the time to read this carefully, as it includes important information about how Affinion collects and uses your data. By using the Website and/or obtaining a DataPal Membership, you consent to the use of your personal data as described in our Privacy and Cookies Policy (including consent to transfer the data You have provided during Your Application outside of the EEA to the USA (including to an affiliate company of Affinion for the purposes of data processing related to the provision of services) and you warrant that all data provided by you is accurate and up to date.

By applying for DataPal Membership you authorise Affinion to automatically register the data you provide during enrolment for the Online Data Monitor Service and E-Safe Storage.

Information may be disclosed to regulatory bodies and/or your bank or card issuer and the Third Party Providers for the purposes of providing the Services. These details will not be kept for no longer than is necessary. From time to time we may ask your card issuer to update us with any changes to the information they have provided to us, for example by providing us with any updated or new card numbers or expiry dates. You are entitled to a copy of all of the information held about you for which Affinion may charge you £10. Your data may also be disclosed to third parties where required by law or in the event that Affinion merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more information about the data processing activities of Affinion please write to Customer Services Manager, DataPal, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

13. Warranties from Us

13.1 Affinion will use its reasonable skill and care in supplying You with the Affinion Services.

13.2 You acknowledge and agree that:

- (a) the Services have not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Services meet your requirements; and
- (b) the Services are provided to You for domestic and private use only. You agree not to use the Services for any commercial, business or resale purposes.

13.3 You acknowledge that the DataPal Information comes from a number of third party sources who may not always keep their information up-to-date. You agree that one of the purposes of the supply of Datapal Information is to alert You to inaccurate information from third party databases. For that reason, Affinion does not offer any guarantee or warranty that the Datapal Information is complete, accurate, up-to-date or error-free, of a satisfactory quality or fit for any particular purpose and We exclude all liability in this respect to the extent permitted by law.

13.4 You acknowledge that the Third Party Services are provided to You by Third Party Providers, rather than Affinion. Affinion does not offer any warranty or guarantee of any kind in respect of the Third Party Services.

13.5 Except as expressly set out in THESE TERMS & CONDITIONS, Affinion hereby excludes all other warranties, conditions or

terms relating to the Services, whether express, implied or otherwise to the fullest extent that Affinion is legally allowed to exclude them. (Please refer to your local Citizen's Advice Bureau or local trading standards office for information about your statutory rights and promises which Affinion are not legally allowed to exclude).

14. Limitation of Liability

- 14.1 This clause 14 (and any other provision excluding or restricting Our liability) applies to Affinion's directors, officers, employees, subcontractors, agents and affiliated companies as well as to Affinion. Nothing in this Agreement in any way shall be deemed to limit or exclude Affinion's liability for: (i) negligence causing death or personal injury; (ii) fraud or fraudulent misrepresentation; or for any liability which may not legally be excluded or limited under applicable law.
- 14.2 You acknowledge that the transfer of documents, files and information across an open network such as the internet carries security, corruption and other risks. We are not liable for any loss or damage You incur as a result of any documents, files or information being corrupted, degraded or intercepted in transit prior to reaching Our network or for any failure or inability to access or use the Service at any time.
- 14.3 WITHOUT PREJUDICE TO CLAUSE 14.1, YOU ACKNOWLEDGE AND AGREE THAT AFFINION'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO FEES PAID OR PAYABLE BY YOU IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LOSS OR DAMAGE FIRST AROSE (OR, IN THE EVENT THAT THE LOSS OR DAMAGE ARISES WITHIN TWELVE MONTHS OF THE COMMENCEMENT OF YOUR AGREEMENT, THE FEES THAT YOU ARE EXPECTED TO PAY IN THE FIRST TWELVE MONTHS OF YOUR AGREEMENT).
- 14.4 SUBJECT TO CLAUSE 14.1, IN NO EVENT SHALL AFFINION BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE WHETHER OR NOT AFFINION WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE ARISING: (A) ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMIT, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS OR ANY WASTED EXPENDITURE); (B) LOSS OF GOODWILL OR REPUTATION; (C) LOSSES THAT YOU INCUR THAT WERE NOT REASONABLY FORESEEABLE TO YOU AND AFFINION WHEN YOUR AGREEMENT WAS ENTERED INTO; (D) ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIRD PARTY SERVICES OR (F) LOSS OR DAMAGE ARISING FROM ANY ACT OR OMISSION OF THE THIRD PARTY PROVIDERS.

15. Force Majeure

Affinion shall not be liable for any failure to perform or any delay in the performance of Our obligations under this Agreement as a result of any act beyond Our reasonable control, including but not limited to failure of public or private telecommunication systems, war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, revolution, insurrection or military or usurped power.

16. Assignment or transfer of this Agreement

We may transfer or subcontract some or all of Our rights and obligations under this Agreement to another organisation, but this will not affect your rights or Our obligations under this Agreement.

You may only transfer your rights or obligations under this Agreement to another person if We agree in writing.

17. Waiver

If We fail to insist that You perform any of your obligations under this Agreement, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

18. Severance

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

Section B. Affinion Services

This Section sets out the Services that will be made available to You by Affinion as part of your DataPal Membership. The Services provided to You are limited to the description below.

a) Access to the Datapal Website

DataPal members have access to the secure password protected Website which provides You with the following:

- An online dashboard setting out the Affinion Services and Third Party Services You are using and their current status
- Account administration and customer services
- Access to the Online Data Monitor Service
- Access to the E-Safe
- Access to the Third Party Services

b) Online Data Monitor Service Terms and Conditions

Where applicable, We will automatically register the Personal Information that you provide on enrolment into the Website for the Online Data Monitor Service. This will include the credit or debit card You provided to Us at the time of enrolment. You will be able to register up to a maximum of 5 card numbers and 5 bank accounts to be monitored on the internet as well as some personal details about You, including but not limited to name, address and contact details. The Personal Information You register must belong to You. No information relating to any other living individual may be registered for this Service.

You will be able to access, add and delete the Personal Information that is being monitored by logging into the Website. Online data monitoring will start within 24 hours of your Personal Information being registered with Affinion. If any of the Personal Information You register is detected on a website, You will be notified within 72 hours of detection. Monitoring of your Personal Information will cease when your DataPal Membership is cancelled or terminated. You are responsible for removing your Personal Information from the Online Data Monitor Service immediately upon cancellation or termination of your DataPal Membership. We may permanently delete your Personal Information and/or any DataPal Information from this Service upon cancellation or termination of your DataPal Membership.

c) E- Safe Application Terms & Conditions

The E-Safe Application is provided by Affinion who provide the registration, encryption and upload/download elements of the E-Safe. **You must also agree to comply with the E-Safe Storage User Licence Agreement provided by CloudMe set out in section C (c) before You can use the E-Safe Storage.**

You can use the E-Safe once you have registered for this service via the Website. To become a registered user you will need to create a PIN. As a user, you are responsible for keeping your PIN secure. PINs are non-transferable and not recoverable. You are responsible and liable for all activities that occur under your PIN. Your PIN is known only to you. Neither Affinion nor CloudMe are able to access / change / reset / revoke your PIN or to generate a new PIN for you. If You forget or lose the PIN, it is not possible to decrypt the Personal Information contained within the E-Safe and your information will be permanently lost and/or deleted.

The E-Safe Application allows you to store passwords and electronic copies of documents or files which you can view online. You remain responsible for retaining originals of these documents. You are responsible for all Personal Information, documents or files you upload and confirm you own or have the necessary rights or permissions to submit them to the E-Safe. If You view a document from the E-Safe, the document may remain on the device on which You viewed it. You remain responsible for the security of any document you download from the E-Safe. Cleaning the browser cache and download folder is recommended after using a device You do not control.

You are responsible for and may be charged by your service provider for internet and data access when you use the E-Safe . You are responsible for any internet and data access charges You incur.

You must delete your documents or files if you stop having access to the E-Safe – e.g. when your DataPal Membership is cancelled or terminated. You must also do this if We have changed the E-Safe Application or the DataPal Membership Terms & Conditions and you do not accept these changes. If your DataPal Membership is cancelled or terminated CloudMe may permanently delete your documents and files at any point after your DataPal Membership is cancelled or terminated. Neither Affinion nor CloudMe will retain copies of your documents after you permanently delete them from the E-Safe. If We terminate your Datapal Membership without notice as set out in section 3.3, We reserve the right to immediately and permanently delete any Personal Information that You have registered on the Website including any information You have stored via the E-Safe.

Restrictions

Except as expressly permitted you agree not to:

- Use the encryption and decryption capabilities of the E-Safe in countries where such technology is unlawful or use encryption to store unlawful content.
- Modify, distribute or create derivative works based on the E-Safe.
- Rent, lease, lend or sell access to or otherwise make available to others the E-Safe Application or E-Safe Storage or any part thereof.
- Decompile, deobfuscate, reverse engineer or copy the E-Safe Application.
- Use the E-Safe for; copyright infringement, terrorism, religious fanaticism, racism, abuse, bullying, child pornography, or any other legally or morally unacceptable purpose

Section C. Third Party Services

a) PC and Laptop Secure Browsing Terms & Conditions

These PC and Laptop Secure Browsing Terms & Conditions constitute a legal agreement between you and SentryBay a company registered in England and Wales with registration number 06370537 and whose registered office is at 3 Manchester Square, London, W1U 3PB regarding Your use of the PC and Secure Laptop Browsing service.

PC and Laptop Secure Browsing is provided by SentryBay. PC and Laptop Secure Browsing software helps protect your PC or laptop (excluding Mac) from key-logging attacks and phishing scams. Once You have registered on the Website, You will be able to download the PC and Laptop Secure Browsing software for your PC or laptop. By downloading the PC and Laptop Secure Browsing software You agree to comply with the User Licence Agreement set out below. You are able to install the PC and Laptop Secure Browsing software on a maximum of 3 PC and laptop devices and will receive automatic updates for the duration of your DataPal Membership. You will not be able to receive automatic updates when your DataPal Membership is cancelled or terminated.

Data Protection

SentryBay will collect your username when you download and/or install PC and Laptop Secure Browsing and will only use your personal data in accordance with its Privacy and Cookies Policy (available by following this link []). Please take the time to read this carefully, as it includes important information about how SentryBay collects and uses your data.

User Licence Agreement - PC and laptop Secure Browsing

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING OR RUNNING THE PC AND LAPTOP SECURE BROWSING SOFTWARE.

THIS PC AND LAPTOP SECURE BROWSING SOFTWARE IS PROVIDED BY SENTRYBAY LTD. BY INSTALLING THE SOFTWARE WHICH IS AVAILABLE ON THE WEBSITE YOU AGREE TO BE BOUND BY THIS USER LICENCE AGREEMENT IN ADDITION TO SECTION A OF THESE TERMS AND CONDITIONS. YOU MUST NOT INSTALL OR USE THE PC AND LAPTOP SECURE BROWSING SOFTWARE IF YOU DO NOT ACCEPT THIS USER LICENCE AGREEMENT.

GRANT OF LICENCE: This non-exclusive Licence allows you to install the PC and Laptop Secure Browsing software on up to three personal home computers or laptops for use by You.

This Licence is granted for personal domestic use only. You are not allowed to install or store this Software on a file server or use it for business purposes.

COMPATIBILITY: This software supports the following Windows Operating systems: Windows XP (Service Pack 3), Windows XP, Windows 7 and Windows 8.

INTELLECTUAL PROPERTY RIGHTS: You acknowledge that all intellectual property rights in the PC and Laptop Secure Browsing software belong to SentryBay Limited. Except as otherwise expressly stated in this User Licence Agreement, You are not allowed to copy, adapt, modify or reverse engineer the Software (except to the extent that any such action is permitted by law).

WARRANTIES: The PC and Laptop Secure Browsing software is designed to protect you online against spyware threats including key logging, but like all products designed to combat malicious software, SentryBay Limited cannot guarantee that the Software will be 100% effective. SentryBay Limited does not guarantee that the Software will be free of all errors or bugs, or free from interruption or failure. You should not consider the PC and Laptop Secure Browsing software as your sole means of protecting online and You should take other prudent measures to reduce risk such as the use of up-to-date anti-virus software, safekeeping of passwords, careful use of payment cards and the shredding of important documents. You therefore acknowledge that, whilst SentryBay Limited guarantees that the PC and Laptop Secure Browsing software is of satisfactory quality and is reasonably fit for the purpose for which it is supplied, You are responsible for your selection of the Software as suitable for your purposes in the context of your overall approach to the risk of identity theft. SentryBay Limited is not responsible for any problems arising from the unsuitability of the Software for your purposes unless that is due to the SentryBay Limited's misrepresentation or misdescription or some other breach of duty on the part of SentryBay Limited.

b) Mobile Secure Browsing Terms and Conditions

These Mobile Secure Browsing Terms & Conditions constitute a legal agreement between you and SentryBay a company registered in England and Wales with registration number 06370537 and whose registered office is at 3 Manchester Square, London, W1U 3PB regarding Your use of Mobile Secure Laptop Browsing.

Mobile Secure Browsing is provided by SentryBay .Mobile Secure Browsing is a secure application that allows you to browse the internet safely from your smartphone or tablet, helping to protect you from phishing scams. Once You have registered on the Website, You will be able to install the Mobile Secure Browsing app on your Android or Apple smartphone or tablet. By downloading the Mobile Secure Browsing software you agree to comply with the User Licence Agreement set out below. You are able to install the Mobile Secure Browsing software on a maximum of 3 mobile devices, and will receive automatic updates for as long as You remain a member of DataPal. You will not be able to receive automatic updates when your DataPal Membership is cancelled or terminated. Access to Mobile Secure Browsing will cease when your DataPal Membership is cancelled or terminated.

Data Protection

SentryBay will collect your username when you download and/or install Mobile Secure Browsing and will only use your personal data in accordance with its Privacy and Cookies Policy (available by following this link []). Please take the time to read this carefully, as it includes important information about how SentryBay collects and uses your data.

User Licence Agreement - Mobile Secure Browsing

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING OR RUNNING THE MOBILE SECURE BROWSING SOFTWARE.

THIS SOFTWARE IS PROVIDED BY SENTRYBAY LTD. BY INSTALLING THE MOBILE SECURE BROWSING SOFTWARE WHICH IS AVAILABLE ON THE WEBSITE YOU AGREE TO BE BOUND BY THIS USER LICENCE AGREEMENT IN ADDITION TO SECTION A OF THESE TERMS AND CONDITIONS. YOU MUST NOT INSTALL OR USE THE SOFTWARE IF YOU DO NOT ACCEPT THIS USER LICENCE AGREEMENT.

GRANT OF LICENCE: This Licence allows You to install the Mobile Secure Browsing Software on up to three mobile devices for use by You.

This Licence is granted for domestic use only. You are not allowed to install or store this Software on a file server.

COMPATIBILITY: This software supports the following operating systems: Android 4.0 and above, iOS 6 and above .

INTELLECTUAL PROPERTY RIGHTS: You acknowledge that all intellectual property rights in the Mobile Secure Browsing software belong to SentryBay Limited. Except as expressly stated in this User Licence Agreement, You are not allowed to copy, adapt, modify or reverse engineer the Software (except to the extent that any such action is permitted by law).

WARRANTIES: The Mobile Secure Browsing application software is designed to provide a secure browser through which You can surf the web securely and prevent access to 'phishing' websites attempting to procure your personal and financial data deceitfully.

SentryBay Limited cannot guarantee that the Software will be 100% effective nor that the Software will be free of all errors or bugs, or free from interruption or failure. You should not consider the Software as your sole means of protecting your device from identity theft and you should take other prudent measures to reduce risk such as the use of up-to-date anti-virus software, safekeeping of passwords and careful use of payment card details.

You therefore acknowledge that, whilst SentryBay Limited guarantees that the Software is of satisfactory quality and is reasonably fit for the purpose for which it is supplied, You are responsible for your selection of the Software as suitable for your purposes in the context of your overall approach to the risk of identity theft. SentryBay Limited is not responsible for any problems arising from the unsuitability of the Software for your purposes unless that is due to SentryBay Limited's misrepresentation or misdescription or some other breach of duty on the part of SentryBay Limited or the supplier.

c) E-Safe Storage Terms and Conditions

These E-Safe Storage Terms & Conditions constitute a legal agreement between you and CloudMe AB, a company registered in Sweden with registration number 556741-2431 and whose registered office is at Box 569, SE-581 07 Linköping, Sweden regarding Your use of the E-Safe Storage.

User Licence Agreement – E-Safe Storage provided by CloudMe

By registering for and activating the E-Safe, You authorise Affinion to send your name and email address to Cloud Me and you accept and agree to be bound by the terms and conditions of this User Licence Agreement, which covers your use of and access to the E-Safe Storage, and its Application Programming Interface ("API") (jointly the "E-Safe Storage"). This Agreement does not alter in any way the terms or conditions of any other agreement you may have with CloudMe for products, software or services.

IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH THIS AGREEMENT, YOU MUST NOT USE THE E-SAFE STORAGE.

The E-Safe Storage and its information, content, and software displayed on the CloudMe websites or transmitted through or used in connection with the E-Safe Storage, are owned by CloudMe, and are protected by copyright, trademark and other intellectual property laws and international treaties.

You own and are responsible for the content uploaded, downloaded, accessed and viewed through the E-Safe Storage. CloudMe does not claim any ownership of Your content. CloudMe grants you a non-exclusive, revocable license to use the E-Safe Storage, subject to the terms and conditions of this User Licence Agreement.

Restrictions

Except as expressly permitted under this User Licence Agreement, you agree not to:

- Use the encryption and decryption capabilities of the E-Safe Storage in countries where such technology is unlawful or use encryption to store unlawful content.
- Modify, distribute or create derivative works based on the E-Safe Storage.
- Rent, lease, lend or sell access to or otherwise make available to others the E-Safe Storage or any part thereof.
- Decompile, deobfuscate, reverse engineer or copy the E-Safe Storage.
- Use the E-Safe Storage for hosting services and/or build services that make accounts or charge money by using E-Safe Storage without express permission from CloudMe
- Use the E-Safe Storage to host content for third party websites or applications.
- Use the E-Safe Storage for; copyright infringement, terrorism, religious fanaticism, racism, abuse, bullying, child pornography, or any other extreme or unacceptable purpose (as determined by CloudMe in its sole discretion).
- Use the E-Safe Storage for any purpose that may cause death or personal injury

Trademarks

The CloudMe registered trademarks (including without limitation; CloudMe and the cloud symbol), logotypes, graphics, photos and trade names displayed within the E-Safe and on the CloudMe website may not be used without CloudMe's express permission. CloudMe is a registered trademark including without limitation; European Union, USA, Korea, Japan, and Argentina.

Accounts, Passwords and Security

You must be a registered User to use the E-Safe Storage provided by CloudMe. As a User, you are responsible for keeping your password and PIN secure. You are responsible and liable for all activities that occur under your account. Sharing and/or providing or securing third party access to others' copyright content may be unlawful and is not allowed under this User Licence Agreement. You may not give other people access to your account in order to share content or collaborate.

Cooperation with authorities

CloudMe reserves the right at any point to cooperate and disclose any information with any national or other authorities (in its sole discretion) for the purpose of fighting terrorism, religious fanatics, racism, abuse, bullying, child pornography or any other morally or legally unacceptable purpose. CloudMe also reserves the right, in such cases to immediately terminate, block or suspend use of any account, group, content, WebShare, and/or application by, from or to any or all relevant users.

CloudMe deactivating your Account

CloudMe has the right (at its sole discretion) to delete or deactivate your E-Safe Storage, block your email or IP address, or otherwise terminate your access to or use the E-Safe Storage, as the result of a breach of this User License Agreement.

Data Protection

CloudMe will collect your name, and email from Affinion when you activate your E-Safe Storage and will use this information to create your E Safe Storage area. CloudMe will only use your personal data in accordance with its Privacy and Cookies Policy (available by following this link <https://www.cloudme.com/en/legal/privacy-policy>). Please take the time to read this carefully, as it includes important information about how CloudMe collects and uses your data.

Limitation of Liability

YOUR USE OF THE CLOUDME SERVICE IS AT YOUR SOLE RESPONSIBILITY AND RISK. THE CLOUDME SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT OF THE LAW, CLOUDME EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR APPLICABLE BY LAW INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, SYSTEM INTEGRATION AND NON-INFRINGEMENT. TO THE FULLEST EXTENT OF THE LAW, CLOUDME SHALL NOT BE LIABLE FOR ANY CLAIMS, SUITS, LOSSES, DAMAGES OR COSTS ARISING OUT OF ANY ERROR(S) IN RELATION TO THE CLOUDME SERVICE.

This Limitation of Liability section (and any other provision excluding or restricting CloudMe's liability) applies to CloudMe's directors, officers, employees, subcontractors, agents and affiliated companies as well as to Affinion. Nothing in this User Licence Agreement in any way shall be deemed to limit or exclude CloudMe's liability for: (i) negligence causing death or personal injury; (ii) fraud or fraudulent misrepresentation; or for any liability which may not legally be excluded or limited under applicable law.

You acknowledge that the transfer of documents, files and information across an open network such as the internet carries security, corruption and other risks. CloudMe are not liable for any loss or damage You incur as a result of any documents, files or information being corrupted, degraded or intercepted in transit prior to reaching CloudMe's network or for any failure or inability to access or use the E-Safe Storage or CloudMe service at any time.

Without prejudice to THE PARAGRAPHS ABOVE You acknowledge and agree that CLOUDME's liability for any loss or damage arising out of or relating to this USER LICENCE Agreement shall be limited to the amount equal to fees paid or payable by You FOR YOUR DATAPAL MEMBERSHIP in the twelve-month period immediately preceding the date on which the loss or damage first arose (or, in the event that the loss or damage arises within twelve months of the commencement of Your Agreement, the fees that You are expected to pay in the first twelve months of Your Agreement).

in no event shall CLOUDME be liable for any of the following types of loss or damage, regardless of whether such loss or damage whether or not CLoUDME was advised of the possibility of such loss or damage arising: (A) any economic losses (including, without limit, loss of revenues, loss of profits, loss of contracts, loss of business or anticipated savings or any wasted expenditure); (B) loss of goodwill or reputation; OR, (C) losses that You incur that were not reasonably foreseeable to You and CLOUDME when Your Agreement was entered into.

Amendments to User Licence Agreement

Material changes to this User Licence Agreement will be notified to You in accordance with Section A paragraph 5 of these Terms and Conditions. If You do not agree to the changes, You may terminate Your DataPal Membership as described in section A paragraph 3.2 (Termination by You) and (if applicable) We will give you pro-rata refund of the Fees you have already paid for the period after the date of termination.