

## 10sure™ Terms of Service: Part 1 - Company Information, Platform Usage, and User Agreements

### Definitions

Term	Definition
10sure™	The trading name of 10sure™ Limited, a company registered in England and Wales (Company Number: 16015712).
Platform	The 10sure™ website (www.10sure.co.uk) and mobile application.
Terms	These Terms of Service that govern the use of 10sure™ services.
TrustScore™	A digital renter identity and rental history system provided by 10sure™.
Renter/Tenant	An individual renting or seeking to rent a property.
Landlord	A property owner (including institutional landlords) renting or intending to rent their properties.
Letting Agent	A professional acting on behalf of Landlords to market rental properties.
User Content	Information, data, or content submitted by users to the Platform.
Contributions	Ideas, suggestions, documents, or proposals submitted by users to 10sure™.
Right to Rent	A UK government scheme requiring landlords to check tenants' legal status to reside in the UK.
Credit Reference Agency	An organization that collects and maintains information about individuals' credit history.
Subscription Fee	The cost associated with using 10sure™ services, which varies based on the chosen service level.
Financial Conduct Authority (FCA)	The regulatory body that oversees 10sure™'s operations.
User	Someone using the 10sure™ platform to track rental payments and build their credit profile.

The following matrix summarises the main obligations and responsibilities of different user types under these Terms. It is for clarity only — all Users remain bound by the full Terms of Service

### 10sure™ User Obligations Matrix

Section / Obligation	Tenants / Renters	Landlords	Letting Agents
Account Creation & Eligibility	Must be 18+, Right to Rent compliant, provide accurate personal information	Must create account with accurate property details	Must create account with authority to act on behalf of landlords
Subscription & Fees	May subscribe to Standard / Plus / Premium tiers; responsible for all applicable fees	Responsible for any service or referral fees agreed with 10sure	Responsible for subscription or service fees agreed with 10sure
TrustScore™ & Verification	Provide identity, KYC, AML, address history, credit data, employment, rental history	May access TrustScore™ results for applicants	May access TrustScore™ results for applicants
Information Sharing	Control over sharing TrustScore™ and data with landlords/agents	Receive data shared by tenants via platform	Receive data shared by tenants via platform
Right to Rent Compliance	Must upload immigration documents if required	Must review tenant Right to Rent results before letting	Must review tenant Right to Rent results before letting
Financial Data Sharing	May opt-in to share bank statements for affordability	May view affordability analysis	May view affordability analysis
Content & Conduct Rules	Must not submit false/misleading data	Must not misuse tenant data or platform	Must not misuse tenant data or platform
Payment Responsibility	Responsible for subscription fees and any additional charges	Responsible for applicable service/referral fees	Responsible for applicable service/referral fees
Liability & Indemnity	Liable for accuracy of submitted information	Liable for compliance with rental laws when using tenant data	Liable for compliance with rental laws when using tenant data

## 1. Company Information and Agreement Acceptance

### Company Details

10sure™ is the trading name of 10sure™ Limited, a company registered in England and Wales:

- Company Number: 16015712
- Registered Office: Office 1, Ground Floor, 1 Bridgewater Road, Worsley, M28 3JE, United Kingdom

### Acceptance of Terms

By creating a 10sure™ account, you agree to abide by these Terms of Service ("Terms"). These Terms should be read alongside our:

- Privacy Policy: Detailing our personal data processing practices
- Cookies Policy: Outlining our use of cookies on the platform

### Scope of Terms

These Terms apply to all Users of the 10sure™ Platform, including Renters/Tenants, Landlords, and Letting Agents

These Terms are essential as they:

- Define our legal and regulatory obligations to you
- Outline your contractual responsibilities to us
- Set the conditions for using 10sure™ Services on our website ([www.10sure.co.uk](http://www.10sure.co.uk)) and mobile application (collectively, the "Platform")

### Updates and Modifications

The current version of these Terms is always accessible on this page. We reserve the right to update these Terms at any time. For significant changes or those mandated by law, we will provide advance notice via your registered email. It is your responsibility to regularly review these Terms for any updates.

For any queries, please contact us at [support@10sure.co.uk](mailto:support@10sure.co.uk).

## 2. Platform Availability, Service Continuity, and Limitations

### Accessibility Goals:

10sure™ strives to maintain continuous availability of our Platform and Services, aiming for 24/7 accessibility.

### Potential Interruptions:

Please be aware that interruptions may occur due to various factors, including:

- Scheduled maintenance activities
- Unexpected technical issues
- Delays or failures in communication networks and facilities

#### Service Provision Basis:

- We provide access to the Platform and Services on an "as is" basis. This means:
- We cannot guarantee that the Platform or Services will be entirely error-free at all times
- 10sure™ shall not be held liable for any temporary unavailability or service disruptions

#### Commitment and User Expectations:

While we are committed to minimizing downtime and resolving issues promptly, users should anticipate occasional interruptions. We appreciate your understanding and patience during these periods.

## 3. Account

### Account Creation, Eligibility, and Responsibilities

To access 10sure™ Services, you must create a 10sure™ Account on our Platform. By registering, you agree to the following:

#### For companies:

- You warrant that you have the authority to bind the company to these 10sure™ Terms.

#### For individuals:

- You confirm that you are at least 18 years old.
- You have the appropriate immigration status to reside in the United Kingdom, as per the Right to Rent policy in the Immigration Act 2016 (UK). You agree to upload the correct visa or document demonstrating your eligibility, which will contribute to your score.

#### General account requirements:

- You warrant that all information provided during registration, including details from Linked Accounts, is and will remain true, accurate, current, and complete.
- You are responsible for maintaining the confidentiality of your account details and password.
- You must not share your account information with others.
- You are responsible for the security of any device used to access your 10sure™ Account.

10sure™ reserves the right to refuse registration or delete your account if you have previously had an account deactivated due to violating these 10sure™ Terms or earlier versions thereof.

### Credit Reference Agency Integration and Data Usage

10sure™ may, now or in the future, integrate your 10sure™ Account with a credit reference agency. This integration involves:

#### Authorization and Data Collection:

By agreeing to this integration, you authorize 10sure™ to access and collect information associated with your credit profile. The specific information accessed will depend on the permissions granted by the credit reference agency.

**Purpose and Enhancement:**

This integration aims to enhance your experience on the Platform by incorporating relevant credit information and features.

**Terms and Compliance:**

The use of credit reference data through the Platform may be subject to additional terms established by the credit reference agency. It is your sole responsibility to review and comply with these terms.

**Data Protection and Usage:**

The information obtained from the credit reference agency will be used in accordance with our Privacy Policy and applicable data protection laws. We will only access and use the information necessary for the purposes of our tenant screening services.

## 4. 10sure™ Service Offerings and User Classifications

10sure™ is committed to delivering our services with professionalism, adhering to legal and regulatory standards. Our service offerings include:

**For Renters/Tenants:**

- Individuals renting or seeking to rent a property

**For Landlords:**

- Property owners (including institutional landlords) renting or intending to rent their properties

**For Letting Agents:**

- Professionals acting on behalf of Landlords to market rental properties

**Service Provision and Account Access:**

- We strive to provide 10sure™ Services with reasonable skill and care, in compliance with our legal and regulatory obligations.
- 10sure™ reserves the right to suspend your access to our services, including deactivation of your 10sure™ Account, without prior notice if:
  1. You breach these 10sure™ Terms
  2. We have reasonable suspicion of a current or impending breach of these Terms

Such suspension does not incur liability on our part nor prejudice our other rights.

## **TrustScore™ and Tenant Verification Process**

### **TrustScore™ Overview:**

Our TrustScore™ system provides Renters with a digital renter identity and rental history, which can be shared with Landlords or Letting Agents. This score is generated through a comprehensive tenant on-boarding process that includes various checks.

### **Enhanced Verification Process:**

When a tenant is ready to proceed with a rental application, they can opt for our enhanced verification service. This process is activated when the tenant chooses to share their 10sure™ information with a specific agent or landlord. The verification package includes:

- Identity verification (name and date of birth)
- Know-Your-Customer (KYC) checks
- Anti-Money-Laundering (AML) screening
- 3-year address history verification
- Soft credit check

The soft credit check is only performed upon submission of the tenant's information, minimizing the impact on their credit score while providing valuable insights for rental decisions.

### **Information Sharing and Responsibility:**

Renters have control over sharing their rental data with letting agents or landlords. 10sure™ may also share this information with relevant parties when necessary. It is the renter's responsibility to ensure the accuracy of the provided information and to inform us of any changes.

### **TrustScore™ Compilation and Consent:**

To create your TrustScore™, you consent to 10sure™ obtaining information from third parties, including identity confirmation, credit history, right to reside in the UK, address history, education (for students), employment history, and rental history. This data is processed using an artificial intelligence algorithm to generate your TrustScore™.

### **TrustScore™ Accuracy and Finality:**

Your TrustScore™ is based on the information provided at a specific point in time. 10sure™ is not responsible for inaccuracies in the information you provide. We do not offer credit repair services and cannot act on your behalf to challenge credit report contents. All elements of a TrustScore™ are considered final.

For any questions or concerns about your TrustScore™, please refer to our FAQ at <https://www.10sure.co.uk/support> or contact us at [support@10sure.co.uk](mailto:support@10sure.co.uk).

## **5.6 Data Sharing with Third-Party Referencing Services**

### **Acknowledgment of Third-Party Interactions:**

You understand that the 10sure™ Platform and Services may facilitate access to, or interaction with, third-party referencing services. These interactions may include:

- Accessing content from third-party referencing providers
- Corresponding with third-party referencing agencies

- Sharing data with authorized referencing services

#### User Responsibility:

You acknowledge that any engagement with these third-party referencing services is conducted at your own discretion and risk. 10sure™ does not assume any responsibility or liability for:

- The content provided by third-party referencing services
- Your correspondence with these services
- Any transactions or data exchanges completed with these third parties

#### Disclaimer of Liability:

10sure™ makes no representations, warranties, or commitments regarding:

- The accuracy or reliability of third-party referencing content
- The services provided by these third-party referencing agencies
- Any contracts or agreements you enter into with these third parties

We strongly recommend that you review the terms and conditions and privacy policies of any third-party referencing service before engaging with their platform or sharing your data.

#### Non-Endorsement:

10sure™ does not endorse or approve any specific third-party referencing website or the content therein, even if access is facilitated through our Platform or Services.

#### Data Protection:

While we facilitate data sharing with authorized referencing services, we remain committed to protecting your personal information in accordance with our Privacy Policy and applicable data protection laws.

## 5. Referral and Introduction Arrangements

### Third-Party Introductions

You may have been introduced to 10sure™ by a third party, which could include landlords, letting agents, or other partners. In such cases, 10sure™ may pay a referral fee to the introducing party.

### Outgoing Referrals

Similarly, 10sure™ may introduce you to other third-party services. In these instances, the third party may pay a referral fee to 10sure™.

### Transparency

We are committed to transparency in our referral processes. If you have any questions about referral arrangements or fees, please contact our support team for clarification.

## 6. Pricing and Payment Structure

### Agent and Landlord Fees

In addition to tenant subscription fees described in Part 2, Landlords and Letting Agents agree to pay any fees associated with their use of 10sure™ Services. These may include:

- **Per-check charges** for accessing tenant verification results, affordability assessments, or TrustScore™ data.
- **Account or service fees** for premium features (such as bulk tenant processing or portfolio management tools).
- **Referral or commission arrangements** where applicable, as disclosed by 10sure™ at the point of use.

All Agent and Landlord fees will be clearly stated on the Platform before purchase or use. By continuing to use these services, Agents and Landlords accept responsibility for payment in accordance with these Terms.

### Fee Agreement and Service Provision

As a user of 10sure™ Services, whether you're a Renter, Landlord, or Letting Agent, you agree to pay all applicable fees associated with your use of our Platform. We reserve the right to withhold service, change pricing or instruct third parties to withhold services until full payment has been received and cleared.

### Available Plans for Agents and Landlords

Full details of current pricing are also available on the Platform. 10sure™ reserves the right to update pricing, with reasonable prior notice provided to Users

Single Occupancy Landlord		
	Monthly fee: £0.99 +VAT	Checks included: 2 checks per year
XSmall Plan	Monthly fee: £99 +VAT	Checks included: 20 per month
Small Plan	Monthly fee: £225 + VAT	Checks included: 50 per month
Medium Plan	Monthly fee: £299 + VAT	Checks included: 75 per month
Large Plan	Monthly fee: £499 + VAT	Checks included: 150 per month
XLarge Plan	Monthly fee: £749 + VAT	Checks included: 250 per month

### Key Features

- All plans billed monthly
- Unused checks do not roll over to the next month
- Plans can be upgraded or downgraded at any time, effective from the next billing cycle

Single Check	One off £4.95 + VAT
Multiple Occupancy Checks	One off £45 + VAT

### Additional Charges

Other fees may apply to various aspects of 10sure™ Services provided through our platform. We strongly encourage all users to thoroughly review the charges outlined in our 10sure™ Terms to ensure full understanding of potential costs.

In the event of any discrepancy between these Terms and the published pricing schedule on the Platform, the Platform schedule will prevail.

## 7. Compliance with Right to Rent Regulations

### Identity Verification Process:

As part of our commitment to comply with UK immigration laws, 10sure™ offers an identity verification service within our Platform. This service is primarily used for Right to Rent checks but may also be utilized in other processes or services offered by 10sure™.

### Service Provider:

The identity verification service is provided by [Identity Verification Provider Name], whose registered office is at [Provider's Address].

### User Agreement:

By using the identity verification service on our Platform, you acknowledge and agree to comply with [Identity Verification Provider Name]'s terms and conditions and privacy policy. These documents can be accessed at:

[Link to Provider's Privacy Policy]

[Link to Provider's Terms and Conditions]

### Document Retention:

To comply with the Immigration Act 2016, 10sure™ may be required to retain copies of your identity documents. By submitting any document through the identity verification service on our Platform, you acknowledge and consent to 10sure™ keeping copies of such documents for the duration necessary to comply with relevant laws.

### Right to Rent Compliance:

This process is designed to ensure that all parties involved in the rental process are compliant with the UK government's Right to Rent scheme, which requires landlords to check that all tenants who occupy their properties have legal status to reside in the UK.

## 8. Financial Information Verification

### Bank Statement Integration

To enhance the accuracy of your TrustScore™ and provide comprehensive information to Landlords and Agents, 10sure™ utilizes a secure financial data aggregation service provided by

[Financial Data Provider Name]. This service allows Renters to safely share their bank statement information with us.

**Authorization and Data Sharing:**

By opting into this service, you authorize [Financial Data Provider Name] to share your banking data with 10sure™. This information contributes to your TrustScore™ and may be viewed by Landlords and Agents as part of the rental application process.

**Scope of Information:**

The financial information we access through [Financial Data Provider Name] includes, but is not limited to:

- Account holder name
- Account ID
- Transaction types
- Transaction timestamps
- Transaction amounts

**Data Usage and Privacy:**

We use this financial information strictly in relation to your use of the 10sure™ Platform and the services we provide. This may include sharing relevant details with credit reference agencies such as Experian, Equifax, and TransUnion (or other selected CRAs) to compile a comprehensive financial profile.

For full details on how we process and protect your banking and payment information, please refer to our Privacy Policy.

## 9. Platform Usage Guidelines and Restrictions

### **Prohibited Activities**

To ensure the integrity and proper functioning of the 10sure™ Platform and Services, users are strictly prohibited from engaging in the following activities:

**Commercial Exploitation:**

1. Licensing, selling, renting, transferring, assigning, distributing, displaying, disclosing, or otherwise commercially exploiting the Platform or any 10sure™ Services to any third party.

**Competitive Analysis:**

2. Accessing or using the Platform or Services to build competing products or services, or for monitoring availability, performance, or functionality.

**Unauthorized Service Provision:**

3. Using the Platform or Services to provide services to third parties, unless those parties have 10sure™ Accounts and such use aligns with the intended purpose of 10sure™ Services.

**Software Manipulation:**

4. Attempting to copy, modify, duplicate, create derivative works, frame, mirror, republish, download, display, transmit, or distribute any portion of our software applications.

5. Attempting to reverse compile, disassemble, reverse engineer, or reduce to human-perceivable form any part of our software applications.

**Security Breaches:**

6. Attempting to obtain or assist others in gaining unauthorized access to the Platform or Services.

**System Interference:**

7. Interfering with or disrupting the Platform or Services, or using them in a manner that negatively affects performance or functionality.

**Automated Access:**

8. Using robots, spiders, or other automatic devices to send messages, monitor, download, copy, or keep database copies of content on the Platform.

**Malicious Software:**

9. Accessing, storing, distributing, or transmitting any harmful software during Platform use.

**Intellectual Property Infringement:**

10. Removing or altering any copyright, trademark, or proprietary rights notices from the Platform or Services.

11. Removing, covering, or obscuring any advertisements included in the Services.

**Data Misuse:**

12. Collecting, harvesting, using, copying, sharing, or transferring any information obtained from 10sure™ Services without explicit permission.

**Illegal Activities:**

13. Using the Platform or Services for any illegal, unlawful, or fraudulent purposes, or in any way that might cause harm to 10sure™ or any other person.

Violation of these guidelines may result in immediate termination of your access to 10sure™ Services and potential legal action.

**User Generated Content Restrictions**

Users are strictly prohibited from submitting or transmitting any User Content (including information for TrustScore™ creation and Contributions) that:

**Legal and Ethical Standards:**

1. Is fraudulent, unlawful, or illegal in nature.
2. Is harmful, threatening, defamatory, obscene, infringing, harassing, or racially/ethnically offensive.

Intellectual Property and Privacy:

3. Infringes, misappropriates, or violates third-party rights, including intellectual property and publicity/privacy rights.

Illegal Activities:

4. Facilitates or promotes illegal activities.

Explicit Content:

5. Depicts sexually explicit images.

Violence and Discrimination:

6. Promotes unlawful violence.

7. Discriminates based on race, gender, color, religious belief, sexual orientation, or disability.

Confidentiality Breaches:

8. Breaches any legal duty owed to a third party, such as contractual obligations or confidentiality agreements.

Unauthorized Promotion:

9. Promotes third-party businesses (except in the normal course of using 10sure™ Services, e.g., reviewing a Letting Agent).

Misrepresentation:

10. Deceives, impersonates, or misrepresents identity or affiliation with any person or entity.

Content Accuracy:

All User Content must be:

- Accurate when stating facts
- Genuinely held when expressing opinions

Violation of these content guidelines may result in content removal, account suspension, or termination of access to 10sure™ Services. We reserve the right to report any illegal content to appropriate authorities.

## 10. User Indemnification

Legal Responsibility:

You agree to compensate and hold 10sure™ harmless against any costs, expenses, liabilities, damages, or losses incurred due to your breach of these Terms. This indemnification covers legal fees and any other expenses related to your violation of our policies.

## 11. Scope and Limitations of 10sure™ Services

Platform Overview:

The 10sure™ Platform facilitates connections between Landlords, Letting Agents, and Renters, offering various services related to residential property rental and management. Our primary obligation is to provide access to the Platform and 10sure™ Services in accordance with these Terms.

### **Service Boundaries:**

#### Non-Advisory Nature:

- While we utilize your TrustScore™ to offer products and services, 10sure™ does not provide advice or recommendations on financial products or services.
- We do not offer advice on property, regulatory, tax, business, financial, or legal matters.
- Information on the Platform should not be construed as professional advice.

#### User Responsibility:

- You are solely responsible for assessing the suitability of any product or service for your needs.
- Decisions to use 10sure™ Services or enter into any transactions, including tenancies, should be made independently.

#### Disclaimer of Additional Roles:

- 10sure™ is not a real estate agency or property manager.
- We are not involved in, nor liable for, communications, disputes, or agreements between Letting Agents, Landlords, or Renters.
- The Platform does not guarantee compliance with all applicable laws and regulations related to property letting.
- Our services are not a substitute for professional real estate advice.

#### Content Verification:

- 10sure™ does not verify data, information, or content posted by users.
- Users are responsible for confirming the accuracy of content and information derived from the Platform.
- We provide no warranty for the accuracy or completeness of user-generated content.

#### Data Retention:

- Users are responsible for maintaining copies of information provided to 10sure™.
- Our services do not include storage or back-up, and we are not liable for data loss, subject to our legal obligations as a data controller.

#### Insurance Services Disclaimer:

10sure™ does not provide any insurance-related services nor do we sell insurance products. Any insurance needs should be addressed with qualified insurance providers or brokers.

## **12. User-Generated Content Management**

#### Data Processing:

All personal data submitted to 10sure™ will be processed in accordance with our Privacy Policy, available at <https://www.10sure.co.uk/privacy>.

#### Content Classification:

Unless explicitly stated otherwise in writing, all other User Content will be considered non-confidential and non-proprietary.

#### User Responsibilities:

- You are solely responsible for ensuring the legality, reliability, integrity, accuracy, and quality of your User Content.
- You must promptly update or correct any errors or inaccuracies in your User Content.

#### Content Moderation:

- While 10sure™ is not obligated to monitor User Content, we reserve the right to review, remove, edit, or decline to display any content without notice.
- We may require you to amend your User Content if we believe it violates our content standards.

This license allows us to utilize your content for service improvement and platform functionality while respecting your ownership rights.

## 13. Intellectual Property and User Submissions

#### Contribution Usage Rights:

When submitting ideas, suggestions, documents, or proposals ("Contributions") to 10sure™ through any channel:

1. Usage Rights: 10sure™ may use or disclose Contributions for any purpose without restriction.
2. Intellectual Property License: You grant 10sure™ a worldwide, perpetual, non-exclusive, transferable, and irrevocable license to use and exploit any intellectual property in your Contributions.
3. No Compensation: You are not entitled to any compensation or reimbursement for your Contributions.

## 14. Intellectual Property Rights

#### Platform Ownership:

All intellectual property rights in the 10sure™ Platform and Services worldwide belong to 10sure™ or our licensors. Users have no rights to the Platform or Services beyond usage rights granted in these Terms.

#### User Content Licensing:

While you retain ownership of your User Content, you grant 10sure™ a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content in connection with:

- Our provision of 10sure™ Services
- Operation of the Platform
- Use on other relevant online platforms

## 15. Liability Limitations and Exclusions

Scope of Liability:

You agree to the following limitations on 10sure™'s liability:

1. Excluded Losses: 10sure™ is not liable for loss of profits, business opportunities, data corruption (subject to data protection laws), or indirect/consequential damages.
2. Liability Cap: Our maximum aggregate liability is limited to the greater of:
  - a. £150, or
  - b. The total amount you paid to us in the 6 months preceding your claim.

Disclaimer of Responsibility:

10sure™ is not responsible for:

1. Network Issues: Delays or problems inherent in online communications.
2. Service Results: We don't guarantee that our services will meet your specific requirements.
3. User Actions: Losses caused by your errors, omissions, or breach of these Terms.

Important Notes:

- These limitations do not exclude liability for death, personal injury, fraud, or any liability that cannot be legally excluded.
- All implied warranties or terms regarding the Platform and 10sure™ Services are excluded to the fullest extent permitted by law.

### **User-Initiated Account Closure**

Voluntary Termination:

You may terminate your agreement with 10sure™ at any time by:

- Deactivating your 10sure™ Account
- Ceasing all use of the Platform and 10sure™ Services

Important Note:

Terminating your agreement with 10sure™ does not affect the validity of any tenancy agreements you have entered into through our platform.

**Service-Specific Cancellation:**

Cancellation rights for specific 10sure™ Services are detailed in the respective service terms. Cancelling individual services does not automatically terminate your overall 10sure™ account.

**Platform-Initiated Termination**

10sure™ reserves the right to terminate your account and access to our services immediately under the following circumstances:

1. Material or persistent breach of 10sure™ Terms
2. Discontinuation of 10sure™ Services
3. Loss of right to provide the Platform or any 10sure™ Services
4. Provision of the Platform or Services becomes unlawful

**Notification:**

We will endeavor to provide advance notice of termination when possible, but this may not always be feasible.

**Termination Effects:**

Account termination does not invalidate any existing tenancy agreements facilitated through our platform. These agreements remain binding between the relevant parties.

Please note that 10sure™ does not offer insurance or other financial services. Our platform focuses on facilitating rental agreements and providing tenant screening services. Any references to policies or financial products in these terms should be disregarded as they do not apply to our current service offerings.

## 16. Legal and Contractual Provisions

**Contract Transfer and Rights:**

- **User Limitations:** You may not assign, transfer, sub-license, or deal with your rights or obligations under these Terms without our prior written consent.
- **10sure™ Rights:** We reserve the right to transfer, assign, sub-contract, or deal with our rights or obligations under these Terms without notifying you or obtaining your consent.

**Enforcement and Waiver:**

- Non-enforcement of any provision does not constitute a waiver of our rights.
- Delayed action against breaches does not prevent future enforcement.

**Third-Party Rights:**

Only parties to these Terms, their successors, and permitted assignees have the right to enforce any of its terms.

**Comprehensive Agreement:**

These Terms, along with all referenced documents, constitute the entire agreement between parties, superseding all previous agreements, promises, assurances, warranties, representations, and understandings.

Governing Law and Jurisdiction:

- These Terms are governed by English law.
- Any legal proceedings arising from these Terms must be brought in English courts.

By using the 10sure™ platform, you agree to abide by these terms and acknowledge the legal framework under which our services operate.

## 17. Privacy and Data Handling

Data Protection Policies:

For comprehensive information on how 10sure™ processes your personal data, please refer to our:

- Privacy Policy
- Cookies Policy

These policies are integral components of the 10sure™ Terms and should be reviewed carefully.

## 18. Regulatory Information

Financial Conduct Authority Registration

10sure™ is registered with the Financial Conduct Authority (FCA). Our registration can be verified on the Financial Services Register maintained by the FCA. Our FCA reference number is xxxx.

## 19. Disclaimer of Liability and Tenancy Responsibility

**Disclaimer:**

All tenancy decisions are made at the sole discretion of the landlord or letting agent. 10sure™ provides tenant information and TrustScore™ assessments for reference purposes only and does not guarantee tenancy suitability, rental performance, or future conduct. 10sure™ accepts no responsibility or liability for any fraudulent or misleading information submitted by applicants, nor for any subsequent late rent payments, eviction proceedings, or tenancy disputes.

## 10sure™ Terms of Service: Part 2 - Subscription Services, Data Handling, and Legal Provisions

### 1. About 10sure™

#### Company Information

10sure™ is the trading name of 10sure™ Limited ("10sure™", "we", "our" or "us"), a company registered in England and Wales:

- Registered Office: Office 1, Ground Floor, 1 Bridgewater Road, Worsley, M28 3JE, United Kingdom
- Company Number: 16015712

#### Subscription Service Agreement

These terms govern your use of 10sure™'s 12-month Subscription Service. It is crucial that you read and understand these terms thoroughly as they outline:

- Our statutory and regulatory responsibilities to you
- Your contractual obligations to us
- Important information about how Credit Reference Agencies will use your information

You must agree to these terms before accessing 10sure™ Services.

#### Regulatory Compliance

10sure™ is registered with and regulated by the Financial Conduct Authority (FCA):

- Our registration can be verified on the Financial Services Register maintained by the FCA
- FCA Reference Number: xxxx

### 2. 10sure™ Subscription Tiers and Fees

10sure™ offers a year-long subscription service with three tiers: Standard, Plus, and Premium. The Plus and Premium tiers include a Subscription Fee.

#### Tier Features and Pricing

10sure™ Standard (Free):

- Access to your personal rental portfolio
- Ability to manage and update your rental information
- Option to build your TrustScore™ before sharing with landlords/agents

10sure™ Plus (£0.99 monthly):

- All Standard features
- Option to share your rental portfolio with landlords and agents

- One-time credit check fee included
- Unlimited confirmations from landlords and employers
- Enhanced TrustScore™ visibility for potential landlords/agents

#### Additional One-Off Credit Check

- £4.95 per check. One off use only.

#### Payment Options

- Full payment: Pay the annual Subscription Fee upfront using a debit card on the Platform.
- Instalment plan: Spread the cost over 12 equal monthly instalments.

#### Instalment Plan Details

- This plan is an exempt credit agreement under Section 60F (2) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- No interest or additional charges apply.
- First instalment due upon subscription, with remaining 11 instalments due monthly.
- If a Repayment Date falls on a non-working day, payment will be due on the next working day.

### **Subscription Renewal**

#### Automatic Renewal

Your 10sure™ subscription will automatically renew for another 12 months unless you opt out at least 14 days before the end of your current subscription period.

#### Renewal Notification

- We will send a renewal reminder four weeks before the renewal date.
- The reminder will include renewal terms and opt-out instructions.
- You can cancel a renewed subscription within one month of renewal by contacting 10sure™ Support.

## **3. User Eligibility and Account Requirements**

#### Account Creation

To access 10sure™ services, you must first create a 10sure™ Account on our Platform. By registering, you confirm that you meet the following criteria:

##### 1. Age Requirement

- You are at least 18 years old

##### 2. Immigration Status

- You possess the appropriate immigration status to reside in the United Kingdom, as per the Right to Rent policy outlined in the Immigration Act 2016 (UK)

### 3. Banking Requirement

- You hold a personal bank account in the United Kingdom

### 4. Application Completion

- You have successfully completed the 10sure™ application process

### Information Accuracy and Updates

You affirm that all information provided during subscription and at any other time will be true, accurate, current, and complete. It is your responsibility to keep this information up-to-date at all times.

### Account Security

As an account holder, you are responsible for:

- All activities associated with your 10sure™ Account
- Protecting your account details and password from unauthorized use
- Maintaining the security of any device used to access your account

You must not share your account information with any other person.

### Account Termination

10sure™ reserves the right to refuse registration or delete your account if:

- You have previously had a 10sure™ Account deactivated due to violating these Terms or earlier versions thereof

By adhering to these requirements and responsibilities, you help ensure the security and integrity of the 10sure™ platform for all users.

## 4. 10sure™ Subscription Services and User Agreement

### Service Provision and Account Access

10sure™ commits to delivering our services with professional care, adhering to legal and regulatory standards. We reserve the right to suspend or deactivate your account without notice if we suspect or detect any breach of our Terms.

### User Classification and Service Offerings

Users: Individuals renting property who wish to track rental payments for credit building and access other credit profile enhancement methods.

### Subscription Features and Activation

The 10sure™ subscription service offers:

- Rental payment tracking
- Employment history monitoring
- Credit history management

To activate, users must pay the applicable Subscription Fee, which varies based on the chosen service level (see Subscription Fee section for details).

### Agreement Terms and Cancellation Policy

By becoming a User, you enter into this Agreement, which will be reflected on your credit report.

Key points:

- 14-day cancellation period with no fees after initial payment
- Cancellation possible anytime thereafter, with potential charges for outstanding fees

### Legal Classification of Agreement

This subscription agreement:

- Is not a Consumer Credit Agreement
- Does not involve interest charges
- Has a maximum duration of 12 months
- Is not subject to the Consumer Credit (Agreements) Regulations 2010, SI 2010/1014

### Impact on Credit Score

- Late payments to 10sure™ will not negatively affect your credit score
- Existing CCJs, IVAs, or bankruptcies may result in a lower credit reference agency score, potentially impacting your TrustScore

### User Acknowledgment

By subscribing to 10sure™ Services, you confirm that you have read and agreed to these Terms.

## **redit Referencing Agencies (CRAs) and Their Role**

CRA's collect and maintain information about individuals' financial behaviour. This data may be utilized for various purposes by landlords and other organizations with access to CRA information, including:

- Evaluating and managing new tenancy agreements
- Assessing your financial status
- Contacting you regarding accounts and recovering outstanding debts
- Verifying your identity, age, and address
- Preventing crime, fraud, and money laundering

#### Understanding CRA Data Usage

Before agreeing to our terms, it's crucial to understand how CRA's use and share rental data as bureau data, in accordance with UK GDPR and the Data Protection Act 2018. For detailed information, please refer to the Credit Reference Agency Information Notice (CRAIN) provided by each CRA:

- [\[TransUnion CRAIN Link\]](#)

#### Data Protection and Confidentiality

We and the CRA's are committed to treating your information in compliance with United Kingdom data protection law. You can be assured that:

- Your data will be kept secure and confidential
- Your information will not be used for prospective marketing purposes

#### Improving Your Credit History

For independent and impartial advice on improving your credit history, visit the Money Advice Service website at [www.moneyadviceservice.org.uk](http://www.moneyadviceservice.org.uk).

To obtain a copy of your Statutory Credit Report, visit [\[Experian Statutory Report Link\]](#).

### **Financial Health Assessment and Bank Statement Analysis**

#### Bank Statement Upload Service

As part of our comprehensive tenant screening process, 10sure™ offers a bank statement upload service. This feature allows you to provide financial information to support your rental application and demonstrate your affordability.

Key aspects of this service include:

##### 1. Rental Affordability Verification:

- Uploaded bank statements will be assessed to verify your ability to afford the rental property.
- This analysis helps landlords and letting agents make informed decisions about your tenancy application.

##### 2. Financial Health Indicator:

- Our system analyzes the transactions from your uploaded bank statements.
- This analysis provides insights into your financial behavior and creditworthiness.

### 3. Personalized Financial Insights:

- Based on the analysis of your bank statements, you will receive personalized suggestions on how to improve your financial situation.
- These insights are designed to help you understand your spending patterns and financial health better.

#### Important Notes:

- **Data Security:** Your bank statement information is treated with the utmost confidentiality and is securely processed in compliance with data protection regulations.
- **Voluntary Service:** Uploading bank statements is optional but can strengthen your rental application.
- **Not Financial Advice:** The insights provided based on your bank statements are for informational purposes only and do not constitute financial advice. If you require professional financial guidance, please consult an Independent Financial Adviser.

By using this service, you agree to the analysis of your uploaded bank statements for the purposes of rental affordability assessment and receiving personalized financial insights.

## 5. Intellectual Property Ownership and User Content License

### Platform and Service Ownership

All intellectual property rights in the 10sure™ Platform and Services worldwide belong to 10sure™ or our licensors. Users have no rights to the Platform or Services beyond the usage rights granted in these Terms.

### User Content License

While you retain ownership of your User Content (as defined in the "User Generated Content Restrictions" section), you grant 10sure™ a worldwide, non-exclusive, royalty-free, transferable license to:

- Use, reproduce, distribute, prepare derivative works of, display, and perform your User Content
- Utilize this content in connection with our 10sure™ Services
- Use the content on our Platform and other relevant online platforms

## 6. Bank Statement Analysis and Financial Verification

### Bank Statement Upload Service

As part of the 10sure™ Services, we offer a bank statement upload and analysis service. This service allows us to verify your financial information and provide accurate insights to agents and landlords. By using this service, you agree to the following:

### Consent and Data Usage

When you upload your bank statement, you explicitly consent to 10sure™:

- Accessing, retrieving, and analyzing your personal account data
- Sharing relevant financial information with selected third parties, including Credit Reference Agencies (CRAs) such as Experian, Equifax, and TransUnion
- Viewing and monitoring your account balances and transactions
- Storing a copy of your account data for analysis purposes

### Scope of Analysis

Our software will analyze your uploaded bank statement to:

- Identify and highlight incoming salary transactions
- Identify and highlight outgoing rent payment transactions
- Confirm and report these transactions to the agent/landlord
- Analyze transactions and balances to identify income and spending patterns
- Provide personalized insights related to your financial health

### Data Protection and Privacy

The information we access and analyze includes, but is not limited to:

- Account holder name
- Account ID
- Transaction types
- Transaction timestamps
- Transaction amounts

For full details on how we process and protect your banking information, please refer to our Privacy Policy.

#### Consent Renewal and Withdrawal

Due to regulatory requirements:

- We may periodically ask you to renew your consent for this service
- You have the right to withdraw your consent at any time

Please note that if you withdraw or fail to renew your consent, we may be unable to continue providing the 10sure™ Services, and your service may be suspended until consent is provided.

#### Service Limitations

We want to assure you that:

- We cannot control your personal account or make any payments
- We do not transfer funds to third parties
- We do not process or store your internet banking access details

#### Third-Party Service Provider

Our bank statement analysis service is provided in partnership with [Financial Data Provider Name]. By using this service, you agree to comply with their policies, which can be found at [Provider's Policy URL].

## 7. Subscription Cancellation and Service Termination

### User-Initiated Cancellation

#### Cancellation Period:

You have a 14-day cancellation period starting from the day you subscribe to 10sure™. During this time, you can cancel your subscription using the in-app option or by contacting support@10sure.rent.

#### Refund Process:

To receive a refund, please contact 10sure™ Support. Note that cancelling 10sure™ Services does not automatically terminate your use of other 10sure™ Services.

#### Service Provision During Cancellation:

We will not provide 10sure™ Services during the cancellation period unless you explicitly request us to do so during your subscription application.

#### Late Cancellation:

If you cancel after the initial 14-day period, you won't be entitled to a refund, but no further Subscription Fee Instalments will be charged.

#### Early Termination Impact:

Cancelling before the 12-month period ends will be reported to Credit Reference Agencies as a settled agreement, which doesn't negatively impact your credit score if the fee is paid in full.

### **Platform-Initiated Termination**

#### Grounds for Immediate Termination:

10sure™ may terminate your services and deactivate your account immediately if:

- You materially or persistently breach the 10sure™ Terms
- 10sure™ Services are discontinued
- We lose the right to provide the Platform or Services
- Providing the Platform or Services becomes unlawful
- You fail to pay a Subscription Fee Instalment within 14 days of the due date

#### Termination Consequences:

If we terminate your subscription, we may:

- Charge you for any outstanding Subscription Fee
- Refer your details to debt collectors
- Take necessary actions to recover our losses

#### User Obligations Upon Termination:

If your use of 10sure™ Services is terminated, you must:

- Cease all activities authorized by these terms
- Destroy all downloaded or stored copies of Platform pages related to 10sure™ Services

#### Re-subscription After Termination:

To re-subscribe after termination, we may require full payment of any outstanding amounts owed.

#### Service Discontinuation:

If we're unable to continue providing 10sure™ Services, we'll give you 30 days' notice and refund any unused portion of your subscription or cease charging remaining instalments.

#### Termination Effects:

Terminating these terms doesn't automatically end the Services unless termination is due to your breach of 10sure™ Terms.

## 8. Liability and Limitations

### Exclusion of Certain Losses

10sure™ shall not be liable for:

- Loss of profits, business, anticipated savings, goodwill, or business opportunities
- Business interruption
- Loss or corruption of data or information (subject to our liability as a data controller)
- Any special, indirect, or consequential loss or damage

### Liability Cap

Our maximum aggregate liability is limited to the greater of:

- £100, or
- The total amount you paid to us in the 6 months preceding your claim

### Platform-Specific Limitations

Due to the nature of online services, we do not take responsibility for:

#### Network Issues

We are not liable for losses, damages, delays, or failures resulting from content and data transfers over communication networks, including the internet.

#### Service Results

Users assume full responsibility for results obtained from using our Services. We do not guarantee that our Services or information will meet your specific requirements.

#### User Actions and Content

10sure™ is not liable for losses or damages caused by:

- Errors or omissions in user-provided content or information
- Actions taken by 10sure™ based on user instructions
- User breaches of these Terms

#### Non-Excludable Liabilities

These Terms do not exclude liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be legally excluded under Financial Conduct Authority regulations

#### Warranty Exclusions

All implied warranties, conditions, representations, or other terms relating to the Platform and 10sure™ Services are excluded to the fullest extent permitted by law.

## 9. Legal and Contractual Provisions

### Rights Transfer and Assignment

- **User Limitations:** You may not assign, transfer, sub-license, or deal with your rights or obligations under these Terms without our prior written consent.
- **10sure™ Rights:** We reserve the right to transfer, assign, sub-contract, or deal with our rights or obligations under these Terms without notifying you or obtaining your consent.

### Enforcement and Waiver

- Non-enforcement of any provision does not constitute a waiver of our rights.
- Delayed action against breaches does not prevent future enforcement.

### Third-Party Rights

Only parties to these Terms, their successors, and permitted assignees have the right to enforce any of its terms.

### Comprehensive Agreement

These Terms, along with all referenced documents, constitute the entire agreement between parties, superseding all previous agreements, promises, assurances, warranties, representations, and understandings.

### Governing Law and Jurisdiction

- These Terms are governed by English law.
- Any legal proceedings arising from these Terms must be brought in English courts.

By using the 10sure™ platform, you agree to abide by these terms and acknowledge the legal framework under which our services operate.

## 10. Data Protection and Legal Framework

### Privacy and Data Processing

For comprehensive information on how 10sure™ processes your personal data, please refer to our:

- Privacy Policy
- Cookies Policy

These policies are integral components of the 10sure™ Terms and should be reviewed carefully.

## 11. Disclaimer of Liability and Tenancy Responsibility

**Disclaimer:**

All tenancy decisions are made at the sole discretion of the landlord or letting agent. 10sure™ provides tenant information and TrustScore™ assessments for reference purposes only and does not guarantee tenancy suitability, rental performance, or future conduct. 10sure™ accepts no responsibility or liability for any fraudulent or misleading information submitted by applicants, nor for any subsequent late rent payments, eviction proceedings, or tenancy disputes.