



Experian Terms

Effective date: 10 December 2018

These terms (“Terms”) cover your use of Experian’s consumer products, services, websites and apps (“Services”). You accept these Terms by signing up for, using the Services and/or continuing to use the Services after a change to the Terms.

By using our Services or agreeing to these Terms, you agree to our collection and use of your data as described in the [Experian Privacy Policy](#).

To help you understand our Terms and Experian Privacy Policy, we’ve broken them up into sections so they’re easy to read and reference. We encourage you to read, print and save a copy of these documents for your records.

Who we are

We’re Experian Limited, a company registered in England and Wales at Companies House with company number 00653331. Our registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom. Our VAT registration number is GB 887 1335 93.

We’re authorised and regulated by the Financial Conduct Authority (FCA) with reference number 738097 and 795112 (for our open banking services).

Using our services

Services - Details of each Service are provided to you before you sign up and can be found within your Experian account. To use our Services you must be at least 18 years old and resident in the United Kingdom.

Your information - You’re responsible for ensuring the information you provide when using our Services is true, accurate and kept up to date.

Your Experian ID - An Experian ID is an account that you’ll need to access many of our Services. An Experian ID is created when you sign up to our Services online. By doing so, you accept the [Experian ID Terms](#). **You may not be able to access some of our Services until you have an Experian ID, or if you or we cancel or suspend your Experian ID.**



Service Notifications – all our notifications to you, communications with you and the language of these Terms will be in English. We'll send you notifications about our Services and any information the law requires us to provide to the email address associated with your account. For some of our Services, if you've provided us with your phone number we may send these service notifications to you by text message.

Acceptable conduct – By agreeing to these Terms, you agree:

- i. to use our Services for your personal, non-commercial and lawful purposes;
- ii. that you won't engage in any activity that is harmful or infringes our rights or the rights of others;
- iii. that you will treat our staff with respect.

Your rights to cancel – You can stop using our Services at any time and your rights to cancel the Services are provided to you before you sign up and can be found in your Experian account. If you cancel a paid for subscription service your access to that service will end at the end of the relevant paid for billing period.

Our rights to cancel or suspend – We may stop providing you with the Services, cancel your Experian ID and/or suspend your access to the Services or your Experian ID if you don't comply with your responsibilities in these Terms or the Experian ID Terms or if your entitlement to receive the Services comes to an end.

Fraud - If we suspect that you provide false data or we detect fraudulent activity, we'll record it and we reserve the right to pass it to the police or other fraud prevention agencies.

Services where you provide Experian with access to your bank account

If we provide you with Experian access credentials for you to use a Service that allows Experian to access your bank account, you're responsible for keeping those Experian access credentials confidential, and you must take all reasonable steps to keep them safe. They should not be shared, stored or written down by you in a way which someone else might understand. If you think that someone else does know, may have access to, or may have used your Experian access credentials you should [contact us](#) and let us know

If your Service allows Experian to access your bank account, and we suspect fraudulent use of or are aware of any security threats to your Experian access credentials, then we will contact you by email to let you know, unless we believe your email has been compromised in which case we will contact your bank or building society. Your bank or building society will



be responsible for contacting you in relation to any fraudulent use of or security threats to your bank log-in details.

Our payment terms

Payment - We provide several Services, some of which are free and some of which are paid for. Our paid for Services may be charged for in advance, at the time of purchase, after expiry of a trial period or on a recurring basis. The price and payment terms for any Service is provided to you before you sign up and can be found in your Experian account and includes all taxes. If you purchase a Service, these payment terms apply to your purchase.

Payment method – To pay for a Service, you will be asked to provide a payment method at the time you sign up for the Service. By providing us with a payment method you represent that you are permitted to use that payment method and that the payment information is correct. You also agree that we can charge you for the Services using your payment method and for any other paid for Service that you choose to sign up for while these Terms are in force.

Your payment method – You can access and update your payment method and payment information from within your account. You agree to keep the account information up to date so that we can provide you with and contact you about the Services you have chosen to purchase.

Recurring payments – when you purchase our Services on a subscription basis (e.g.: a monthly service) we will notify you in advance of any increase to the price of that Service and you will have an opportunity to cancel the Service before the price changes.

Authorisation for recurring payments - when you purchase our Services on a subscription basis (e.g.: a monthly service) you're giving us a continuing authority to take the subscription payments from the payment method you have chosen at the recurring intervals you have agreed to until either you or we end that Service.

Non-payment – After we have given you notice that we did not receive a payment that is due from you, we may suspend or cancel the Service to which that overdue payment relates, if you do not pay the overdue amount promptly.

Trials – If you sign up to a paid for Service on a trial period, you may need to cancel it by the end of the trial period to avoid incurring any further charges. If you sign up for a subscription service and you do not cancel it by the end of the trial period, your access to the subscription service may continue and where so, you may be charged at the end of the trial period.



Redemption Codes – If you sign up to a paid for Service and you have a redemption code that entitles you to receive a Service at a reduced price or for free, you must provide the redemption code when you sign up to the Service. Redemption codes cannot be exchanged for cash or redeemed against the price of other services.

Refunds –

New customers: you are entitled to a cancellation period of 14 days following the date that your subscription for a Service is activated (“**Cooling Off Period**”). By signing up for a Service, you are requesting that we provide the Service to you within your Cooling Off Period. If you cancel a paid for Service during the Cooling Off Period you may be entitled to receive a refund in accordance with the refund information that was provided to you before your signed up and can be found in your Experian account. If you would like to, you can exercise your right to cancel the Services by using the following notice: [Notice of Statutory Contract Cancellation under the Distance Selling Regulations](#).

Modifying your subscription or re-subscribing within 30 days: If either;

- you change from your current paid for subscription to a new paid for subscription, or
- you are a returning customer who has had a paid for subscription in the last 30 days,

then you will not have a Cooling Off Period and will not be entitled to a cancellation refund, unless your new service has features that have not previously been available or provided to you as part of a previous subscription. This does not affect your right to cancel at any time, as explained above in the section ‘Your rights to cancel’.

If you are returning to a subscription after more than 30 days, you will be classed as a new customer (please see the section above entitled ‘New customers’).

Our obligations to you

PLEASE READ THESE PROVISIONS - THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU WHEN USING THE SERVICES.

Providing the Services - We will provide the Services to you with reasonable skill and care and we will obtain and provide the information we make available to you through the Services with reasonable skill and care. We do not guarantee the information we receive from third parties (including the details you provide) is accurate, complete or up to date.

Our responsibility for loss or damage suffered by you – If we fail to comply with these Terms or we do not use reasonable care and skill when providing the Services to you, we are



responsible for foreseeable losses or damages that you incur. Loss or damage is foreseeable if, it would have been expected by you or us, at the time the contract was made.

We are not responsible for loss or damage suffered by you as result of -

- i. circumstances beyond our reasonable control; (for example, industrial action taken by third parties or network or system failure of one of our data providers) but only where we have taken reasonable steps to prevent or minimise any impact on the Services;
- ii. any business losses that you incur, (we supply our Services for domestic use only);
- iii. false, inaccurate or incomplete information provided by you; or
- iv. any information provided to you by a third party or any issues arising out of your access or purchase of any separate third party product or service, including whether they are suitable for you (unless we have specifically told you we are providing you with advice to take out the third party product or service, or advised you to take a particular course of action, which was not suitable and as a result you suffer loss).
- v. you consciously or recklessly failing to keep your Experian access credentials safe, or if you have provided your Experian access credentials to anyone else, or if you have acted fraudulently. This applies where we give you Experian access credentials for a Service that accesses your bank account.

We do not exclude or limit our liability to you where it would be unlawful to do so – This includes liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, and any liability under the Financial Services and Markets Act 2000 or the Payment Services Regulations 2017 or for breach of your legal rights in the provision of our Services. You can ask us to repeat and fix a service, or get some money back if we can't fix it, in the event our services are not carried out with reasonable care and skill. This is a summary of your legal rights, there may be others available to you. If you need more information about these rights, you can contact your local Citizens Advice Bureau.

Complaints - If you want to complain you can email us at complaints@uk.experian.com. Click on the following link to find out about our [complaints handling procedure](#) and how to make a complaint. If you're unhappy with how we've handled your complaint you can:

- i. refer it to the Financial Ombudsman Service free of charge. You can contact them by:
 - Phone on 0300 123 9 123 (or from outside the UK on +44 20 7964 1000)
 - Email on complaint.info@financial-ombudsman.org.uk
 - Post to Financial Ombudsman Service, Exchange Tower, London E14 9SR

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- Going to their website at www.financial-ombudsman.org.uk
 - ii. refer it to the [European Commission Online Dispute Resolution \(ODR\) platform](#).

Disputes - English law applies to these Terms. If any disputes do arise between us regarding these Terms and you want to take us to court, you must do it in an English court, or if you live in Scotland, Wales or Northern Ireland you can do it in that respective country.

You have a right to request a copy of these Terms. They are available for you to download within the 'my account' section of the Services after log-in.

Updates to the Services or these Terms

Our contract with you for the Service does not have a fixed time period. In future, we may need to make changes to these Terms. The reasons we may need to make changes are:

Minor changes

- To make administrative changes or general improvements. For example, to change our contact information, how we handle complaints, to update ombudsman information, to make our Terms easier to read or to correct typographical errors.
- To comply with legal requirements. For example, new law may oblige us to include specific information in our contract with you.
- To improve the security processes or procedures of the Service.

Service changes

- The Service relies on us checking data which is provided to us by third parties. These third parties may change the data they provide, stop providing it altogether or change their contract with us to oblige us to include information in our contract with you.
- If we make technical improvements to the services. For example, we may enhance the registration process.
- We may wish to improve how we may the Service available to you. For example, we may launch a new App and the App store may oblige us to include information in our contract with you.

If we make any changes to these Terms, we will tell you what has changed, and we will notify you of those changes to these Terms through reasonable means, which may include an email or through the website from which the Services are delivered. If we make any Service change, we will give you no less than 30 days' advance notice. You can cancel the Service before or after a change is effective if you are unhappy with the change (see the section 'Your rights to cancel' above).