

# Experian Terms & Conditions

## AGREED TERMS

### Experian Terms

These terms ("Terms") cover Experian's role in providing an Affordability Passport service to you. You accept these Terms by signing up for, using the Services

By using our Services or agreeing to these Terms, you agree to our collection and use of your data as set out in our [privacy policy](#).

To help you understand our Terms, 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. If you cannot find a copy of these Terms at any time, you can access them from the quick links section of the website, whether or not you are logged into your account. Alternatively you contact us and ask us to provide a copy to you.

Experian Terms Updated 28th February 2021, Version 1.

#### • 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. You can check this by visiting Companies House website (<https://beta.companieshouse.gov.uk/>) and searching the register. Our VAT registration number is GB 887 1335 93.

We're authorised and regulated by the Financial Conduct Authority (FCA) as an Account Information Service Provider and as a Credit Information Services Provider with reference number 738097. You can check this by visiting the FCA website (<https://register.fca.org.uk/>) and searching the Financial Services Register.

#### • Our Services

##### ◦ Services

You have asked us to provide an Affordability Passport service to you which contains (i) an aggregation of your transactions from selected bank account(s) and (ii) an analysis of your financial capability and affordability from the information held in your credit report (your "Affordability Passport"). This is to assist you in providing certain information to a provider of a product or service which you are applying for or advice which you are seeking ("Product Provider").

##### ◦ How to access the Services

The Product Provider will either provide a link to Experian within its online journey, or will send you an email with a link inviting you to create your Experian account. Please follow the onscreen prompts to create an account on our website. Once you have created an account, you can create your Affordability Passport.

You may only create an account and request an Affordability Passport using the method set out on our website. Each request by you to create an account and an Affordability Passport, and use our Services, is subject to these terms.

##### ◦ Bank account information

In order to provide the Services we will collect some information from your selected bank or building society account provider(s) ("your bank account(s)"), identify details of your income and expenditure from up to the last 12 months ("Transaction Details") and categorise your income and expenditure using the Transaction Details.

##### Summary credit report

If the Product Provider has asked for this report, by requesting that we provide the Services you

authorise us to obtain a copy of your summary credit report on your behalf as your authorised representative, to enable us to present this back to you and, subject to your confirmation, to the Product Provider.

Your Transaction Details and summary credit report will be a snapshot as at the date and time when (i) you provided access to your bank account(s) and (ii) we obtained your summary credit report. As a result, your Affordability Passport (including the analysis of your Transaction Details) will reflect your Transaction Details and summary credit report at their respective dates and times.

Once we have provided the Affordability Passport to you, we will provide you with the opportunity to correct any errors (see 'Correcting input errors' section below).

We will then ask you to confirm if you wish us to share Affordability Passport, together with some additional insights derived from the Affordability Passport, with the Product Provider. If you confirm that you would like us to do so, we will make it available to the Product Provider. Whether or not the Product Provider decides to offer you a product, service or advice will be for the Product Provider to decide. We will not provide any recommendation or advice to the Product Provider nor to you. It is for you to decide whether you can afford the repayments in respect of any product, service or advice offered to you and the Product Provider is responsible for deciding whether to provide any product, service or advice to you, and for the advice which it provides to you.

All of the services detailed in this paragraph (including the provision of the Affordability Passport to you and the provision of the Affordability Passport and other information to the Product Provider) are referred to in these Terms as the "Services". The Services are provided by us on a one-off basis.

- Correcting input errors

our process allows you to check certain personal details (for example, name, address and date of birth) and, in certain cases, to re-categorise your Transaction Details before the Affordability Passport is finalised and issued to the Product Provider. Please check your details and the Affordability Passport carefully before confirming. You are responsible for ensuring that any amendment that you make is complete and accurate.

- Retention

Each Affordability Passport will be retained and made available to you via your Experian account for 30 days after the date of its compilation. Following the expiry of that period it will no longer be made available to you, although you can log into your Experian account for 3 years from the date you created it, after which it will be automatically closed.

- Requirements

To use the Services you must be at least 18 years old and resident in the United Kingdom. You will also need to pass such verification check(s) that we may undertake from time to time in order to receive the Services. If you do not pass such check(s), the Services will not be provided to you.

- Your rights to cancel

As we will provide the Services to you immediately following your confirmation that you wish us to proceed, you will not have the right to cancel your contract and you acknowledge this in confirming that you wish to proceed. By confirming that you wish us to proceed, you will be requesting that we provide you with the Services within your statutory 14 day cancellation period (which begins the day after the day on which you provided that confirmation). If you do not want us to do this, you should not provide your confirmation.

However, you can stop accessing your account at any time and if you wish to close your account before it expires you can do so by contacting us on 0333 000 3030. For information as to what you can ask us to do in relation to any data that we hold on you as a result of providing the Service, including closing your account, please see our [privacy policy](#).

If you do not wish the Product Provider to use the information provided to it, or if have any other requirements of the Product Provider, you will need to contact them.

- Our rights to cancel or suspend  
We may stop providing you with access to your Experian account if you don't comply with your responsibilities in these Terms and Conditions or if we are concerned about any activities in respect of the original request for an Affordability Passport or within your account.

## • What you need to do

- Creating your Experian account  
You will need to create your Experian account by following the onscreen prompts on our website.
- Accessing your bank account(s)  
Once you have created your Experian account, to enable us to access your bank account(s) you will need to:
  - - Tell us the name of each bank that you authorise us to contact, together with your name, address and date of birth and any other information you are prompted to enter during your online journey.
  - - When prompted, you will need to provide your bank log-in details so that your Transaction Details can be collected.
- Consent  
in order for us to access your bank account your consent is required. Details of the consent you will need to provide (or have already provided) is set out in our [privacy policy](#).
- Providing a summary credit report  
by creating your Experian account and confirming that you want us to provide the Services you authorise us to obtain a copy of your summary credit report on your behalf as your authorised representative.  
  
You shall not order or attempt to order credit information or credit reports through our website other than in respect of yourself.
- Your information  
You're responsible for ensuring the information you provide when using our Services is true, accurate and up-to-date.

## • Other Important Information

- Charges and Payment  
You do not pay anything to us for the Services, as we are paid by the Product Provider.
- 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.
- Acceptable Conduct  
By agreeing to these Terms, you agree:
  - - To use our Services for your personal, non-commercial and lawful purposes;
  - - That you won't engage in any activity that is harmful or infringes our rights or the rights of others;
  - - That you will treat our staff with respect.
- Transfer by you  
You may not transfer any or all of the rights granted to you under these Terms and Conditions to any other person.
- Transfer by us  
All of our rights and obligations under these Terms and Conditions may be transferred to any of Experian Limited's group companies, provided that you are notified on this website if this happens.
- 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.

## • Security

### ◦ Personalised Security Credentials

You are responsible for keeping the personalised security credentials we provide to you in order for you to use the Service 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 personalised security credentials you should contact us by calling 0333 000 3030. If you think that someone else does know, may have access to or may have used your bank log-in details you should contact the bank or building society which issued them to you.

If we suspect fraudulent use of or are aware of any security threats to your personalised security credentials, we will contact you by email, unless we believe your email has been compromised in which case we will contact you by such means as we consider appropriate (which may mean contacting 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 obligations to you

PLEASE READ THESE PROVISIONS - THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU

### ◦ 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 and to the Product Provider with reasonable skill and care. We do not guarantee the information we receive from third parties (including the details you provide, the information from your bank account(s) and your summary credit report) is accurate, complete or up to date.

### ◦ Our responsibility for loss or damage suffered by you

If we fail to comply with these Terms, 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 responsible for the acts and omissions of any service provider who provides us with services, so that we can provide the Services to you and the information to the Product Provider.

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

- i. as a result of 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. as a result of any business losses that you incur (we supply our Services for domestic use only);
  - iii. as a result of false, inaccurate or incomplete information provided by you;
  - iv. if you have provided your Affordability Passport to anyone else;
  - v. if you consciously or recklessly fail to keep your personalised security credentials safe (see the section entitled 'Security' above);
  - vi. as a result of any information provided to you by a third party; or
  - vii. if you have acted fraudulently.
- 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, the Payment Services Regulations 2017 or for breach of your legal rights in the provision of our Services. You can ask us to repeat the supply of the Services and the provision of the information we provide to you and/ or the the Product Provider if we have not used 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 in relation to the Services you can call us on 0333 000 3030 or email us at [ts.servicedesk@uk.experian.com](mailto:ts.servicedesk@uk.experian.com). Click on the following link <https://www.experian.co.uk/consumer/product-factsheets/complaint-handling-procedure.pdf> 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 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](mailto:complaint.info@financial-ombudsman.org.uk)
- - Post to Financial Ombudsman Service, Exchange Tower, London E14 9SR
- - Going to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please be aware that if you are concerned that the information provided to the Product Provider is not accurate, you should also contact your bank or building society.

We are providing the Services at your request to assist with your application for a product, service or advice from a Product Provider. If you want to complain about the product, service or advice application process, the decision made by a Product Provider or any matters relating to any product, service or advice provided to you by a Product Provider, please contact the Product Provider direct.

## • Updates to the Services or these Terms

In future, we may need to make changes to these Terms and Conditions. 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, open hours of the Helpdesk, how we handle complaints, to update ombudsman information, to make our Terms and Conditions 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 and Conditions, we will tell you before the change is effective and we will tell you what has changed. If we make any Service change, we will give you no less than 30 days' advance notice. We'll notify you of any changes to these Terms through reasonable means, which may include an email or through the website from which the Services are delivered. You can cancel the Service before or after a change is effective if you are unhappy with the change (see the section entitled 'Your rights to cancel' above.).

## • Website Terms of Use

Please read these terms and conditions ('terms of use'). By viewing and using the website, you are agreeing to the terms that appear below. The section called 'Guarantee' contains important information about your rights and our responsibilities.

- Who we are

We, Experian Limited, own and run the website. We are a company based in England - our registration number is 653331 and our registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ. If you have any questions about this website or these terms, please use the relevant contact details set out on the 'Contact us' page.

- Content

We or our licensors own all the rights to all the materials contained in the website, and the information the website collects (we refer to all this as 'the content'). This includes patents, copyright, database rights and trademarks.

You can:

- - view and display the content on a computer screen;
- - print individual pages on paper or make a reasonable number of photocopies (or both);
- - and store the content in electronic form on your computer's hard drive for your personal, non-commercial use only.

You must not copy, pass on, sell, publish or make profit from any of the content without first getting our written permission. The content includes a number of trademarks (including Experian) that are owned by us or our licensors. By making the trademarks available on the website, we are not giving you any permission to use them.

- Guarantee

The content is only for general information, and we provide it as it becomes available. We take reasonable care to check that the content is accurate and complete before we publish it on the website. However, because we get the content from a number of different sources - and because of the issues involved with providing information through the Internet - we cannot guarantee that the content will always be accurate, available, complete or fit for any particular purpose.

We do not guarantee that the content is free from viruses, or that you will always be able to use the website without any interruption or error. If you download any content to your computer or take the content from the website in any other way, you do so at your own risk. We will not be responsible for any damage to your computer or any of the information on it.

We do not accept any responsibility for any mistakes, errors or other faults in the website and the content, or for how you use the website and the content.

However, nothing in these terms removes or limits our liability for death or personal injury caused by our negligence or for any liability which we cannot limit or exclude under the relevant law.

- Links to other websites

The website may contain links or references to products, materials or websites provided by organisations that are independent from us (we call these 'third parties'), either directly or through frames (for example, where two or more web pages are displayed as a single page). Although we may make this material available, we do not in any way recommend, endorse or promote it. If you have any complaints about the third-party material we make available, you should contact the relevant third party. You must not link to our website without first getting our written permission.

- Your privacy

We take your privacy very seriously and aim to keep to the relevant conditions set out in UK data-protection laws. Any information you give to us or we collect from you when you use the website is only used in line with the terms of our Privacy Policy Statement.

- Products and services

It may be possible, through other websites we run and provide links to from this website, for you to have access to a facility to buy products or services. Nothing on this or other websites we run forms an offer on our part to sell any products or services. How you buy and use these products or services will depend on separate terms and conditions (including the Terms above for the Services), and you may need to register with us or another organisation.

- Advertising and sponsorship

Part of the website may contain advertising and sponsorship. Advertisers and sponsors are responsible for making sure that the material they give us to include on the website keeps to the relevant laws and codes. We will not be responsible for any mistakes or inaccurate information in advertising material.

- Other matters

If any court having the appropriate authority finds that any of these terms are not valid, this will not affect the validity of any of the other terms in this notice. If you or we fail to take advantage of any right we have under these terms, it does not mean you or we are giving up that right.

These terms will be governed by, and interpreted in line with, English law. You agree that the English courts will have full authority to settle any dispute that may arise out of or in connection with these terms.

We may make changes to any part of the website or the content (including these terms) at any time. We will tell you about any changes to these terms by showing the date of the changes in the 'Last updated' section below. By using the website after the date we make any changes, you are agreeing to the changes.