

Equifax Personal Solutions Terms & Conditions

Equifax Terms and Conditions

1. Definitions

1. When the following words, in bold and with capital letters, are used in these **Terms**, this is what they will mean:

Credit File: the information **we** hold about **you**, which **we** describe in more detail in the "Your Credit File" section at paragraph 4 below;

Partner: means the party that is paying for **your** access to the **Products**;

Partner Terms: has the meaning set out in paragraph 12 below;

Product(s): the Equifax product(s) paid for by the **Partner** that **you** will receive from **us** and which are listed at paragraph 6 below;

Terms: the terms and conditions set out in this document.

2. References to "**we**", "**us**" and "**our**" in these **Terms** are to Equifax Limited. References to "**you**" and "**your**" are references to you, the person who has been given access to the **Products**.

2. Your contract with Equifax

1. These are the Terms on which **we** supply **our Products** to **you**.
2. When **you** access one of **our** Products, **you** are agreeing to these **Terms** which form a binding contract between **you** and **us**. **We** recommend that **you** keep a record of these **Terms** for **your** future reference.
3. Please read these **Terms** carefully as they contain legal rights and obligations. In particular, **your** attention is drawn to paragraph 15 below, "**Our** liability to **you**".
4. Once **you** have been given access to a **Product**, it is important that **you** keep **your** contact details up to date in the "My Accounts" section of **our** website, in case **we** need to contact **you** in relation to any **Product** or to notify **you** of any changes to these **Terms**. Changes to these **Terms** will take effect as indicated in any notifications **we** send to **you** from time to time, as set out in paragraph 18 below.
5. These **Terms** do not apply where **you** have paid for the **Product** yourself (rather than a **Partner** doing so). Where **you** have paid for the **Product** yourself, separate terms and conditions apply.
6. Upon the expiry of **your** access to a **Product**, unless **you** tell us otherwise **we** may contact **you** with details of **our** products that may be of interest to **you** (fees and other terms and conditions apply).

3. About Equifax

1. **We** are Equifax Limited, a company registered in England and Wales under registered company number 2425920 with **our** registered office at 1 Angel Court, London, EC2R 7HJ.
2. **We** are authorised and regulated by the Financial Conduct Authority. **Our** registration details can be found on the Financial Services Register available on the Financial Conduct Authority's website, <https://www.fca.org.uk/register>.

3. **You** may contact **us** by post by writing to the Equifax Credit File Advice Centre, P.O. Box 10036, Leicester, LE3 4FS or by any of the other methods described in the "Contact Us" section of **our** website available here [Contact Us](#).

4. Your Credit File

1. **We** hold information about **you** which is used by lenders and other companies to make decisions about (for example) whether they will offer **you** credit or not. This information is **your** "Credit File".
2. **Your Credit File** includes information used to verify **your** identity, which may be collected from public sources such as the electoral roll.
3. **Your Credit File** also includes information relating to **your** financial standing, which **we** may have received from companies with whom **you** have a current or historic relationship, such as banks, telecoms providers and utility companies.
4. Accessing **your Credit File** will allow **you** to view the information that third parties such as lenders may see about **you** and review **your** financial commitments.
5. **We** provide **you** with a copy of **your Credit File** as part of all our **Products**, which are listed at paragraph 6 below.
6. **You** also have a statutory right to a copy of **your Credit File**, and we can provide **you** with access here: [Online Statutory Report](#).
7. In order to fulfil **your** request for **your Credit File**, **we** will complete a search of **our** consumer database. A record of this search will be visible on **your Credit File** for 12 months. The search will not be visible to other companies who may access **your Credit File** during this period.

5. The Accuracy of Your Credit File

1. **We** will use reasonable skill and care in:
 1. Providing the services to **you** under these **Terms**;
 2. Performing a number of checks to try to validate the information **we** receive from third parties;
 3. Adding that information to **your Credit File** within a reasonable time; and
 4. Generating **your** credit score and applying the searches we perform correctly.
2. As **your Credit File** is principally comprised of information collected from third parties, for example as described at paragraphs 4.2 and 4.3 above, **we** have very limited control over whether the information provided to **us** by third parties is accurate, complete and up to date. This means that despite **our** obligations in paragraph 5.1, **we** do not assure **you** that the content of **your Credit File** will be accurate, complete or up-to-date.
3. If **you** consider that any entry in **your Credit File** is incorrect, **you** have a statutory right to request that the entry is amended or removed. If **your** query relates to a specific account, **we** suggest **you** speak to the account provider in the first instance. However if **you** would like **us** to raise the query with the account provider for **you**, please contact **us** with details of the entry that **you** consider to be incorrect and **we** will assist **you** in amending or removing the incorrect entry.
4. If, following a review of **your** request and by reference to the appropriate third party, **we** confirm that an entry is correct, **we** will not take steps to amend or remove it and

we will let **you** know.

6. Our Products

1. We offer the following **Products**:

Equifax Protect	<ul style="list-style-type: none">• Unlimited online access to your credit score.• Unlimited online access to your Credit File.• Weekly alerts whenever there are changes to your Credit File• Access to WebDetect, which alerts you if we find your financial details are shared on websites used by fraudsters.• Access to Social Scan, which summarizes the publically available information about you on social media sites, and shows the identity theft risk associated with making this information publically available.• Access to our dedicated Customer Care team. <p>For more information on this product please click here Equifax Protect</p>
Equifax Credit Report and Score	<ul style="list-style-type: none">• Unlimited online access to your credit score.• Unlimited online access to your Credit File.• Weekly alerts whenever there are changes to your Credit File• Access to WebDetect, which alerts you if we find your financial details are shared on websites used by fraudsters.• Access to our dedicated Customer Care team. <p>For more information on this product please click here Equifax Report and Score</p>
Equifax Credit Report	<ul style="list-style-type: none">• Unlimited online access to your Credit File.• Weekly alerts whenever there are changes to your Credit File• Access to WebDetect, which alerts you if we find your financial details are shared on websites used by fraudsters.• Access to our dedicated Customer Care team. <p>For more information on this product please click here Equifax Credit Report</p>
Equifax Identity Watch Pro	<ul style="list-style-type: none">• Unlimited online access to your Credit File and credit score.• Daily alerts whenever there are changes

	<p>to your Credit File.</p> <ul style="list-style-type: none"> • Access to WebDetect, which alerts you if we find your financial details are shared on websites used by fraudsters. • Access to Social Scan, which summarizes the publically available information about you on social media sites, and shows the identity theft risk associated with making this information publically available. • Access to our dedicated Customer Care team. <p>For more information on this product please click here Equifax Identity Watch Pro</p>
Statutory Credit Report – Online Version	<ul style="list-style-type: none"> • Online access to a snapshot of your Credit File, and access to our dedicated Customer Care team. <p>For more information on this product please click here Your Statutory Credit Report</p>

7. Registration

1. To access a **Product**, **you** will need to complete the **Product** registration form on **our** website. **You** can access the applicable form by clicking on the link against the **Product** the **Partner** has purchased for **you** at paragraph 6 above, and then follow the instructions to access the **Product**. **You** will also require a valid promotion code to access the **Product**, this will have been provided to **you** by the **Partner**.
2. **Our Products** are only available to residents of the UK.
3. If **we** accept **your** order for a **Product**, **we** will send you an automatic e-mail confirmation of acceptance to the e-mail address **you** provide to **us** during the registration process.
4. To access **our Products**, **you** will need to create a username and password. **You** agree to keep confidential the password and any other login details **you** use to access **our Products** and not to disclose such passwords and other login details to anyone else. If **you** know or suspect that someone else has **your** login details and password **you** must contact **us** immediately and change **your** password. **We** will not be responsible for any activity performed using **your** login details unless **we** have acted negligently or in breach of these **Terms**.
5. If **you** input any incorrect information during the registration process, please contact **us** to let **us** know as soon as possible and **we** will correct the error, [Contact Us](#).

8. Your obligations

1. **You** must ensure that all information **you** provide to **us** is accurate, clear and not misleading.
2. **You** are permitted to use the **Products** **you** have been given access to for **your** private and domestic use only, and **you** agree not to use **our Products** for any other purposes.
3. **You** must not without first getting **our** written permission: distribute, sell, publish or otherwise make a profit or income, from any of the information **we** make available to

you.

4. **You** agree that **you** will not attempt to do anything that may harm or inhibit the proper working of **our** IT systems or **our** **Products**.

9. Ownership of information

1. Except for **your** data protection rights in relation to how **we** use **your** personal information, **we** or **our** licensors own all copyright, trade mark rights and other rights to the **Products**, **our** databases, and all information contained on **our** website.
2. This means that **you** are permitted to use the **Products** and the information **we** provide to **you** (including on **our** website) only in accordance with these **Terms**. In particular, this requires **you** to comply with **your** obligations at paragraph 8 above.

10. Access to information on behalf of someone else

1. **We** make the **Products** and information on **our** website available to **you** for **your** own exclusive use. Other than in exceptional circumstances, **you** may not access any **Products** or the statutory **Credit File** on behalf of anyone else, even with their consent.
2. Exceptional circumstances include when **we** are required by Court order, or **you** have been appointed to manage someone else's affairs under a power of attorney. If **you** wish to access any **Products** or the statutory **Credit File** on behalf of someone else, please contact us first.
3. If **you** raise a data dispute and/or make a complaint against **us** and ask a third party to manage the complaint on **your** behalf, and that complaint results in our amending **your** **Credit File**, **we** may send an updated **Credit File** to **you** or the third party you asked to manage the dispute.

11. Our website

1. **We** make **our** **Products** available to **you** on **our** website. The terms and conditions applicable to the use of **our** website are available here [Website Terms of Use](#) and form part of **our** contract with **you**.

12. Partner – terms, access and account management

1. As **you** have obtained access to the **Product** via a **Partner**, additional terms set by the **Partner** may apply to **you** ("**Partner Terms**"). **You** should ask the **Partner** for a copy of the **Partner Terms**.
2. In respect of **your** access to and use of the **Product**, if **Our Terms** and the **Partner Terms** conflict, **Our Terms** shall prevail.
3. **We** can cancel **your** access to the **Product** where:
 1. The **Partner** ceases to pay for **you** to access the **Product**;
 2. **Your** access to the **Product** is for a limited time period and that time period expires;
 3. The **Partner** indicates that **you** are no longer entitled to access the **Product**;
or
 4. As set out elsewhere in these **Terms**.
4. In order for **us** and the **Partner** to correctly administer **your** access to the **Products**, **we** and the **Partner** may share between us **your** account information (such as **your** name, contact details, when **you** first started accessing the **Products** and whether

you are still entitled to do so). Such data sharing between **us** and the **Partner** will not include **your Credit File** or Credit Report Information.

5. Depending on the arrangement **we** have with the **Partner**, **you** will be required to complete the registration process set out at paragraph 7 above in order to start receiving the benefit of the **Product**.

13. Cancellation

1. If **you** wish to cancel the **Product** **you** must call **us** on 0800 014 2955 between 8am – 8pm daily (except 25th & 26th December). If **you** cancel the **Product** **we** may be able to offer **you** other Equifax products (fees apply) but cannot re-instate **your** access to the **Product**.
2. If **we** fail to comply with these **Terms** or are negligent in how we provide the **Product** to **you**, **you** may cancel **your** subscription to the **Product** immediately.
3. If a subscription is cancelled, **you** will no longer have access to **your Product** including historic credit reports.

14. Our right to suspend or cancel your subscription

1. If **we** have reasonable grounds for suspecting **you** of fraud or using the **Product** in breach of **your** obligations under these **Terms**, **we** may suspend **your** access to the **Product**. If **we** have reasonable grounds for suspecting **you** of fraud **we** may suspend **your** access to all **Products** **you** have purchased or been given access to.
2. **We** will use reasonable efforts to investigate and resolve whether or not **you** have acted fraudulently or used the **Product** in breach of these **Terms** within a reasonable period.
3. If, after suspending **your** access to the **Products**, **we** do not confirm fraud or breach of these **Terms** by **you**, **we** shall reinstate **your** access to the **Products** and the subscription period the **Partner** has paid for shall be extended by the period of the suspension.
4. If, after suspending **your** access to the **Products**, **we** confirm fraud or breach of these **Terms** by **you**, **we** may immediately on notice to **you** cancel **your** right to access the **Products**.

15. Our liability to you

1. **We** are responsible for all loss and damage **you** suffer that is a foreseeable result of **our** breach of these **Terms** or **our** negligence. Loss or damage is foreseeable if it was an obvious consequence of **our** breach or if it would have been expected by **you** and **us** at the time **we** entered into this contract, if **we** had been asked what loss or damage would be suffered by **you** as a result of **our** breach of these **Terms** or **our** negligence.
2. Please see paragraph 5.2 for **our** liability for information **we** receive from third parties.
3. When **we** provide a **Product** to **you** including **your** credit score, any information **we** make available is for **your** guidance and information only and is not intended to replace independent professional advice. **You** will appreciate that third parties such as lenders who carry out searches of **your Credit File** will use their own criteria in making decisions about **you**. Unless **we** have acted in breach of these **Terms** or have been negligent, **we** do not accept any responsibility for any reliance **you** place or any action **you** take based on the services **you** receive from **us**, or for any actions taken or decisions made by any third party based on the information in **your Credit File**.
4. **We** only supply **our Products** for private and domestic use and shall not be liable to **you** for any business losses **you** may suffer.

5. **We** do not exclude or limit in any way **our** liability for:

1. death or personal injury; and
2. fraud.

16. Events outside our control

1. **We** will not be liable or responsible for any breach of these **Terms** that is caused by an "**Event Outside Our Control**".
2. An **Event Outside Our Control** means any act or event beyond **our** reasonable control (as appropriate), including, for example, industrial action by third parties or failure of public or private telecommunication networks.
3. If an **Event Outside Our Control** takes place that affects **our** performance of these **Terms**:
 1. **we** will notify **you** as soon as possible; and
 2. **our** obligations under these **Terms** will be suspended and the time for performance of **our** obligations will be extended for the duration of the **Event Outside Our Control**.

17. Your personal information

1. **We** will use and share **your** personal information in accordance with the terms of **our** Privacy & Cookie Policy, which is available here [Privacy and Cookie Policy](#).
2. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact **us** at Equifax Limited, Customer Service Centre, P.O. Box 10036, Leicester, LE3 4FS if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

18. Changes to our Products and these Terms

1. **We** are entitled to cancel or modify **our Products** or change these **Terms** at any time for any reason, provided that we notify **you** at least 30 days prior to the change coming into force. **You** shall be entitled to cancel your subscription to the **Product** in accordance with paragraph 13.

19. Other important terms

1. These **Terms** are a contract between **you** and **us**. No other person shall have any rights to enforce any of its terms.
2. If any part of these **Terms** is held by any competent authority (such as a court) to be invalid or unenforceable (either wholly or in part) the validity or enforceability of the other parts of these **Terms** shall not be affected.

3. These **Terms** are governed by English law. **You** may only bring a claim against **us** in England, or any other courts of the country within the United Kingdom in which **you** live. **We** may bring a claim against **you** in the courts of the country within the United Kingdom in which **you** live. If **you** live outside of the United Kingdom, **we** may bring a claim against **you** in the courts of England.

20. Questions and complaints

1. If **you** have any questions or complaints about **our** service to **you**, please contact **us** here. [Complaints Procedure](#).
2. If **you** have any questions or complaints about the content of **your Credit File**, please see paragraphs 4 and 5 above.
3. If **you** are unhappy with **our** service or **our** handling of your complaint **you** have the right to take **your** complaint to the Financial Ombudsman Service [Financial Ombudsman Service](#).
4. In addition to paragraph 20.3 above, the European Commission operates an “online-dispute resolution platform” to assist with resolving consumer complaints. A link to the platform, including more information about how it works, can be found here <http://ec.europa.eu/odr>.

21. Latest version

1. These **Terms** are dated [20th October 2016]