



Equifax  
Consumer Services  
Terms and Conditions

## Equifax Consumer Services - Terms and Conditions (“Terms”)

Please read these “Terms” carefully as they contain important information about your legal rights and obligations when buying and using our Products. In particular, your attention is drawn to paragraph 16 below “Our liability to you”. These Terms may have changed since you last saw them.

### 1. DEFINITIONS AND INTERPRETATION

1.1. When we use the following words, in bold and/or with capital letters, this is what they will mean:

<b>“Additional User”</b>	any person who is not the Primary Subscriber and who has access to the Family Plan Product (see paragraph 4 which tells you more about this Product);
<b>“Credit Report”</b>	the information we hold about you, which we describe in more detail in the “Your Credit Report” section at paragraph 4 below;
<b>“MyEquifax”</b>	our platform, (accessible from Our Website here: <a href="https://my.equifax.co.uk/#/login">https://my.equifax.co.uk/#/login</a> and Our App) within which you register for an account, we deliver our Products to you and you manage the Products that you have Ordered from us, in accordance with these Terms;
<b>“Our App”</b>	our MyEquifax software application available to download at the Apple App Store and Google Play Store, within which you can login to MyEquifax and access the Motor Finance Checker service, your Equifax credit score (available as part of the Equifax Product suite, excluding WebDefend) and any other MyEquifax services as may be added from time to time;
<b>“Our Website”</b>	our website equifax.co.uk;
<b>“Primary Subscriber”</b>	the person who Orders the Family Plan Product as the primary subscriber of that Product and invites Additional Users to join. To avoid any confusion, this term only applies to the Family Plan Product;
<b>“Products”</b>	the Equifax products you may Order from us, and which are explained at paragraph 4.1 and paragraph 14.8 below as well as any other products you have Ordered from us where we told you that these Terms apply;

**“Order”** includes to buy our Products for a price, to register for our Products using a promotional code, to order our Products that are provided “free of charge” and/or to gain access to our Family Plan Product as an Additional User, and the terms **“Orders”** and **“Ordered”** should be construed accordingly;

**“Terms”** the terms and conditions set out in this document.

- 1.2. References to **"we"**, **"us"** and **"our"** in these Terms are to Equifax Limited. References to **"you"** and **"your"** are references to any person who Orders our Products.
- 1.3. We are entitled to withdraw or modify our Products (including the price you pay) or change these Terms at any time for any reason, provided that we notify you at least 30 days prior to any material change coming into force. You will be entitled to cancel your subscription to the Product as described in paragraph 14 below. You may also change your Product as described in paragraph 14.8.

## **2. YOUR CONTRACT WITH EQUIFAX**

- 2.1. These are the Terms that apply to our supply of our Products to you.
- 2.2. When you Order 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. You will need to agree to these Terms to register for a Product.
- 2.3. Once you have Ordered a Product from us, you will need to set up an account in MyEquifax. It is important that you keep your contact details up to date in the "My Account" section of MyEquifax, in case we need to contact you about any Product you have Ordered and/or to let us notify you of any changes to these Terms. If we make changes to these Terms we will let you know and the relevant notice will tell you when the changes will happen.

## **3. ABOUT EQUIFAX**

- 3.1. 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.
- 3.2. 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 which can be accessed here: <https://www.fca.org.uk/firms/financial-services-register>
- 3.3. You can contact us by post by writing to Equifax Ltd, Customer Service 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 at **Contact Us:** [https://www.equifax.co.uk/Contact-us/Contact\\_Us\\_Personal\\_Solutions.html](https://www.equifax.co.uk/Contact-us/Contact_Us_Personal_Solutions.html)

## **4. YOUR CREDIT REPORT AND OUR PRODUCTS**

### **4.1. Your Credit Report**

- a) 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 Report".
- b) Your Credit Report includes information used to verify your identity, which may be collected from public sources such as the electoral register.
- c) Your Credit Report 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.
- d) Accessing your Credit Report will allow you to view the information that third parties such as lenders may see about you and review your financial commitments.
- e) Where stated in the Product descriptions below, we will give you a copy of your Credit Report as part of a Product.
- f) You also have a statutory (i.e. legal) right to a FREE copy of your Credit Report. You can obtain a copy by following the instructions via the link [here](#).
- g) In order to fulfill your request for your Credit Report, we will complete a search of our consumer database. A record of this search will be visible on your Credit Report for as long as is required by us to comply with applicable law and regulations, our internal policies and to defend our rights. The search will not impact your credit score and will not be visible to other companies who may access your Credit Report for lending purposes during this period.

### **4.2. The Accuracy of Your Credit Report**

- a) We will use reasonable skill and care in providing Your Credit Report to you under these Terms, performing a number of checks to try to validate the information we receive from third parties, adding that information to your Credit Report within a reasonable time, and generating your credit score and applying the searches we perform correctly.
- b) As your Credit Report is mainly made up of information collected from third parties, we have very limited control over whether the information given to us by third parties is accurate, complete and up to date. This means that although we agree to the obligations in paragraph 4.2(a), we do not assure you that the content of your Credit Report will be accurate, complete or up-to-date.

- c) If you think that any entry in your Credit Report is incorrect, you have a legal right to request that the entry is amended or removed. If your query is about a specific account, we suggest you speak to the account provider in the first instance. But, 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 think is incorrect and we will help you in changing or removing the incorrect entry.
- d) If, following a review of your request and in speaking with the relevant third party, we confirm that an entry is correct, we will not take steps to change or remove it and we will let you know.

### 4.3. Products

We offer the Products summarised in the table below and described in more detail throughout this paragraph 4. These are available for you to Order on our Website, or, if you already have a MyEquifax account, from within MyEquifax. Some of these services will also be accessible through Our App. You will be asked to register for the Product and if you do not already have an account in MyEquifax, you will need to set up an account. If you are an Additional User, you will receive an e-mail inviting you to join the Family Plan Product and including a link for you to register as an Additional User of the Family Plan Product and set up an account in MyEquifax (if you don't already have one). All Additional Users will need to agree to these Terms at the time they register. More detail about each of these Products will be available to you on our Website, in MyEquifax or via Our App:

Product	Availability	Credit Report	Credit Score	Motor Finance Checker	Web Detect	Credit alerts	SocialScan	Manage users	Archive reports	Open Banking Finance Monitor	Trial period available
<b>Credit Report and Score</b>	Via Subscription	Yes	Updated Daily upon login	Yes, available via Our App only	Yes	Yes	Yes	-	Yes	Yes	30 days
<b>Family &amp; Friends</b>	Via Subscription	Yes	Updated Daily upon login	Yes, available via Our App only	Yes	Yes	Yes	Yes	Yes	Yes	30 days

<b>Protect</b>	Via promotional code	Yes	Updated Daily upon login	Yes, available via Our App only	Yes	Yes	Yes	-	Yes	Yes	-
<b>WebDefend</b>	Via promotional code	-	-	-	Yes	-	Yes	-	-	-	-
<b>Equifax Basic</b>	Free	Yes	Updated Monthly upon login	Yes, available via Our App only	-	-	-	-	Yes	Yes	-

**Equifax Credit Report and Score**

This is our comprehensive credit reporting product, which provides access to the following:

- a) 30 days free trial, followed by a monthly subscription (which you can cancel at any time). Unless you have Ordered the Product using a promotional code, you will be charged a monthly subscription fee after the free trial period has ended.
- b) Unlimited online access to your credit score, updated daily upon login.
- c) Unlimited online access to your Credit Report.
- d) Credit Report Traffic Light System. This highlights the areas of your Equifax Credit Report that might be affecting your creditworthiness positively or negatively. You can find out more here: <https://help.equifax.co.uk/EquifaxOnlineHelp/s/article/HowcanIimproveandmanagemyEquifaxCreditScore>
- e) Credit Report Hints & Tips. For more information on what factors can affect your credit score, click here: <https://www.equifax.co.uk/resources/loans-and-credit/credit-score-what-are-the-factors.html>.
- f) Daily alerts whenever there are key changes to your Credit Report. Monthly alert if no changes are detected.

- g) Access to WebDetect and SocialScan (please see the descriptions under the heading “WebDefend” (below) for more information.
- h) Access to the Motor Finance Checker via Our App.
- i) Access to our dedicated Customer Care team.

For more information on this product please click here: <https://www.equifax.co.uk/Products/credit/credit-score>

### **Equifax Family & Friends**

This has all the same benefits and features of Credit Report and Score, save that it also includes the following:

- a) Subscription plan for one Primary Subscriber plus up to two Additional Users who are over the age of 18 and UK residents.
- b) The features of this Product are available, individually, to the Primary Subscriber and to each Additional User. No other member of the Family Plan Product will be able to access your alerts, credit score, Credit Report or any other reports given to you via your account on MyEquifax, as part of this Product.

Access for each Additional User will continue until (i) the Additional User or we cancel the Additional User’s access to the Product as allowed by these Terms; (ii) the Primary Subscriber or we cancel the Primary Subscriber’s subscription to the Product as allowed by these Terms; or (iii) the Primary Subscriber removes access for an Additional User. We will notify Additional Users of any such cancellation or removal of access.

For more information on this Product, please click here: <https://www.equifax.co.uk/Products/credit/family-and-friends>

### **Equifax Protect**

This has all the same benefits and features of Credit Report and Score, save that it is only provided to you through the use of a promotional code, which is typically made available to you by a third party company that is your existing or former employer or otherwise provides services to you. Use of a promotional code will usually grant you access to Equifax Protect for a limited period (for example, one year) after which, you may have the option to order an alternative Product for payment of a Subscription (which you can cancel at any time).

### **Equifax WebDefend**

This is our comprehensive data breach protection product, which provides access to the below services through the use of a promotional code, which is typically made available to you by a third party company that is your existing or former employer or otherwise provides services to you. Use of a promotional code will usually

grant you access to Equifax WebDefend for a limited period (for example, one year) after which, you may have the option to renew with the use of an eligible promotional code or purchase an alternative Product for payment of a Subscription (which you can cancel at any time).

- a) Access to **'WebDetect'** - which monitors websites frequented by fraudsters (commonly referred to as the 'Dark Web') for information that you've asked us to keep an eye on and alerts you if this information is found on those sites.
- b) Access to **'SocialScan'** - which searches around 100 social media sites for personal information about you that's available to the public and provides a report within MyEquifax to allow you to see your potential fraud risk in relation to what has been made available about you on social media.

#### **Equifax Basic (Online)**

This enables access to an online version of your FREE statutory credit report, which includes:

- a) Online access to a snapshot of your Credit Report.
- b) Online access to a monthly Equifax Credit Score.
- c) Access to the Motor Finance Checker via Our App.
- d) Access to our dedicated Customer Care team.

For more information on this product please click here: <https://www.equifax.co.uk/Products/credit/statutory-report.html> The paper version of the Statutory Credit Report is subject to separately published terms.

#### **4.4. Services available within our Products**

The following explains some of the specific services available within our Products where they have not been described above.

##### **Motor Finance Checker**

This service enables you to access all the motor finance agreements entered into by you between April 2007 and November 2024, where we hold a record. Please note that while active motor finance agreements that we hold will be visible within your Equifax Credit Report, the historic motor finance agreements will only be accessible via Our App.

## **Open Banking Finance Monitor**

This service gives you the option to grant Equifax access to your online payment account, such as a current account, via the Open Banking tools made available by our group company ConsentsOnline Limited (ConsentsOnline). At your instruction, we can then:

- a) Verify your identity, relying on the strong authentication tools used by your online payment provider;
- b) Access details of the incoming and outgoing transactions made to and from your payment account;
- c) Consolidate and categorise such transaction data; and
- d) Present to you a breakdown of your expenses to help you better understand your income and spending.

Your use of Open Banking and the giving of your consent to Consents.Online for it to access your transaction data for these purposes, shall be subject to separate terms of use to be entered into with Consents.Online as part of the consent journey. For more information on how we and ConsentsOnline use Open Banking Transaction Data, please see the privacy notice here: <https://consents.online/Privacy>

## **5. REGISTRATION (HOW YOU CAN PURCHASE A PRODUCT)**

- 5.1.** To Purchase a Product, you will need to register for a MyEquifax account (if you do not already have one), complete a Product registration form and, where relevant, make the applicable payment. There are different ways for you to make an Order. You can access the applicable form: (i) via our Website, (ii) via our App for Equifax Basic, (ii) by clicking on the link against the Product you wish to order at paragraph 4 above, (iii) via MyEquifax if you already have an account (iv) by using the link given to you if you are using a promotional code, or (v) if you are an Additional User, by using the link in the invitation sent to your e-mail (the Primary Subscriber will give us your email address), and then follow the relevant instructions to Order the Product.
- 5.2.** Our Products are only available to you if you are aged 18 years or over.
- 5.3.** If we accept your Order for a Product, we will confirm your Order by automatic e-mail confirmation. This will be sent to the e-mail address you gave to us during the registration process.
- 5.4.** To access our Products, you will need to give us an active e-mail address that is capable of receiving e-mails and 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 share those passwords and other login details to anyone else, including any other Additional User. If you know or suspect that someone else has your login details and password you must let us know us straight away 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.

- 5.5.** If you input any incorrect information during the registration process, (including, if you are the Primary Subscriber, the details of any Additional Users as part of the Family Plan Product), please contact us to let us know as soon as possible and we will correct the error.
- 5.6.** Where you Order any of our Products on a monthly subscription, we will make that Product available to you on an ongoing monthly basis starting from the date that you Order the Product.
- 5.7.** For security purposes, to Order our Products and access our services:
- a) you may have to give us your credit or debit card details, even if you are Ordering our Products free of charge or as an Additional User. No money will be taken from you at all if you are Ordering our Products free of charge or as an Additional User. For the avoidance of doubt, you will not be charged anything during a free trial period. Before we start making the Product available to you, we may also carry out a pre-authorisation check of your credit or debit card details; and
  - b) we need to authenticate your identity.
- 5.8.** There are a number of ways that we can authenticate your identity. Where you consent to use our Open Banking Finance Monitor your identity will be authenticated via the Open Banking tools made available by our group company Consents.Online Limited (Consents.Online). At your instruction, we can then use the strong authentication tools used by your payment provider (such as two-factor authentication, FaceID or similar log-in solutions) to verify your identity. For more information on how we and ConsentsOnline use Open Banking Transaction Data, including to verify your identity, please see the privacy notice here: <https://consents.online/Privacy> Please also be aware that your use of Open Banking and the giving of your consent to Consents.Online for it to access your payment account for these identification and authentication purposes, shall be subject to separate terms of use to be entered into with Consents.Online as part of the consent journey
- 5.9.** Where Open Banking is not used to verify your identity, you may instead be asked to undertake knowledge based authentication (i.e. answer a series of questions based on the credit information we hold about you) or use alternative authentication tools, such as biometrics via identification documents and photo analysis.

## **6. PRICE AND PAYMENT**

- 6.1.** This paragraph 6 does NOT apply to an Additional User.
- 6.2.** We will clearly give you details of the price for each Product as part of the registration process described in paragraph 5 above. Our Website also sets out full details of our prices and payment options. The prices for our Products include VAT.
- 6.3.** Where our Product(s) are made available to you for a price, you can Order the Product from us by paying for it by credit or debit card or using a promotional code you have been given by a third party (see paragraph 11 below for more information on promotional codes).

- 6.4. By giving us your credit or debit card details, you agree that we have continuing authority to take the agreed regular payment from your credit or debit card for the Product(s) you have Purchased on a monthly subscription basis until you or we cancel your monthly subscription to the Product(s) as allowed by these Terms.
- 6.5. If you do not have a free trial period, the first payment for your Order will be taken on or around the Order Date. If we have made the Product Available to you for free for a trial period, the first payment will be taken following expiry of the trial period, provided you have not opted to cancel the Product at the end of the trial period.
- 6.6. If you do not have a free trial period, your first renewal date will be the date one month after the date you Ordered the Product. If we have made the Product available to you for free for a trial period, your first renewal date will be the date one month after the date your free trial period ended. Your ongoing renewal date will be the date one month after the last renewal date, and will continue until your access to the Product is withdrawn or cancelled.
- 6.7. Unless the Product(s) you are receiving are supplied free of charge, we will continue to charge your credit or debit card on each renewal date at the relevant monthly rate for that Product unless you or we end your subscription to the Product as allowed by these Terms.
- 6.8. If we have made the Product available to you for free for a trial period, we will not charge your credit or debit card until the end of the free trial period.
- 6.9. We can change the amount of your monthly subscription payment (as confirmed to you as part of registration), as long as we send you an email setting out the new monthly subscription price at least 30 days' before your next renewal date. During this notice period, you may cancel the Product as allowed by paragraph 14 below.
- 6.10. If any payment that you owe us is declined, rejected or reversed for any reason, we will continue to give you access to your Product and will try to take monies owed for the Product for a total of 45 days. If after 45 days, payment is still owed then we will cancel your access to the Product and you will not be required to pay the outstanding subscription charges owed by you in respect of the Product.
- 6.11. If your payment card account number has changed or is nearing expiry and you have a continuing monthly subscription for a Product with us, your card issuers will, where possible, update us with your new card details and payment will be taken from that card. This will ensure continued and uninterrupted use of your Product.

## **7. YOUR OBLIGATIONS**

- 7.1. You must ensure that all information you give to us is accurate, clear and not misleading.
- 7.2. You can use the Products you Order for your private and domestic use only, and you agree not to use our Products for any other purposes.
- 7.3. 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.
- 7.4. You agree that you will not attempt to do anything that may harm or affect the proper working of our IT systems or our Products.

## **8. OWNERSHIP OF INFORMATION**

- 8.1.** We own or have the rights to use all copyright, trade mark rights and other rights to the Products, our databases, and all information contained on our Website, our App and MyEquifax. But, you own all data that you provide to us and have certain data protection rights for how we use your personal information. Please see paragraph 18 for more information on personal information.
- 8.2.** This means that you are allowed to use the Products and the information we give to you (including on our Website, our App and MyEquifax) only as allowed by these Terms (and any applicable terms of use (see paragraph 10 below)). In particular, this means you must comply with your obligations at paragraph 7 above.

## **9. ACCESS TO INFORMATION ON BEHALF OF SOMEONE ELSE**

- 9.1.** We make the Products and information on MyEquifax available to you for your own use, and no-one else's. Other than if you are the Primary Subscriber of the Family Plan Product and in other exceptional circumstances, you may not purchase any Products or the statutory Credit Report on behalf of anyone else, even with their consent.
- 9.2.** 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 purchase any Products on behalf of someone else, please contact us first.
- 9.3.** 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 Report, we may send an updated Credit Report to you or the third party you asked to manage the dispute.

## **10. OUR WEBSITE AND MYEQUIFAX**

- 10.1.** Generally, we make our Products available to you and you manage the Products that you have Ordered from us using our platform, My Equifax, available via our Website. However, the Motor Finance Checker is only made available and can only be managed by you via Our App. The terms and conditions applicable to the use of MyEquifax via our Website form part of our contract with you and are available here: [https://www.equifax.co.uk/About-us/Terms\\_of\\_use](https://www.equifax.co.uk/About-us/Terms_of_use). The terms and conditions applicable to the use of MyEquifax via our App form part of our contract with you and are available here: <https://www.equifax.co.uk/about-us/myequifax-app-eula>.

## **11. PROMOTIONAL CODES**

- 11.1.** This paragraph 11 does NOT apply if you are an Additional User.

- 11.2.** We make promotional codes available to third parties who may provide a promotional code to you for you to use to access a specified Product free of charge. You must enter your promotional code when prompted at the time you are purchasing the Product. We are not able to retrospectively apply a promotional code if you forget to enter it as part of the registration process. If you do not use a promotional code, you must pay the full price of the relevant Product.
- 11.3.** Each promotional code: (i) expires on the date stated; (ii) may only be used for the Product specified; (iii) can only be used by the person or persons specified; and (iv) has no monetary value, so cannot be redeemed for cash or for any refund. The promotional code may also contain other terms that govern its use.

## **12. SPECIAL OFFERS**

- 12.1.** This paragraph 12 does NOT apply if you are an Additional User.
- 12.2.** We may make special offers available to you from time to time. We may stop offering a special offer at any time. This will not affect any ongoing contract between you and us for a Product ordered using a special offer.
- 12.3.** Each special offer: (i) expires on the date stated; (ii) may only be used for the Product specified; (iii) can only be used by the person or persons specified; and (iv) has no monetary value, so cannot be exchanged for cash or for any refund. The special offer may also contain other terms that apply to it.

## **13. REWARD SCHEMES**

- 13.1.** We may offer reward schemes to you from time to time. Details of the reward available will be provided to you by e-mail. We may stop offering a reward scheme at any time. This will not affect any ongoing reward scheme that you are benefitting from.
- 13.2.** Each reward: (i) will expire if not activated before the date stated; (ii) once activated, will be available to you until the date stated and, or if no date is stated, until the cancellation of your monthly subscription to the Product, (iii) can only be used by the person or persons specified; and (iv) has no monetary value, so cannot be exchanged for cash or for any refund. The reward scheme may also be subject to additional terms and conditions that we will make available to you.

## **14. YOUR LEGAL RIGHT TO CANCEL THIS CONTRACT, OR TO OTHERWISE END YOUR USE OF THE PRODUCT**

- 14.1.** You have a legal right to cancel your Product within 14 days after the date that you Order the Product. If you cancel under this paragraph 14.1 you will be refunded any amounts you have paid to us (if any).
- 14.2.** We offer a more generous cancellation policy for monthly subscriptions and if you want to cancel a Product you receive on a monthly subscription, you can do so at any time using the following channels:
- a)** By Phone: Call us on 0800 014 2955 between 8am – 6pm Mon to Fri (excluding 25th & 26th December)

- b) Online: You can cancel online by logging into your MyEquifax account – select the ‘My Account’ page, then select ‘Cancel Subscription’ and follow the onscreen instructions
- 14.3. You will need to give us your cancellation request at least 24 hours prior to the next renewal date. If you miss this deadline, your Product will be cancelled at the end of the next renewal date, and you will be charged for that next monthly period (if applicable).
- 14.4. If we fail to comply with these Terms or are negligent in how we provide the Product to you, you may cancel your monthly subscription to the Product immediately.
- 14.5. If you or we cancel your monthly subscription to a Product, you will no longer have access to your Product. You will still have a statutory (i.e. legal) right to a free copy of your Credit Report, and this will be available to you online via your MyEquifax account.
- 14.6. If you are an Additional User, you will no longer have access to the Family Plan Product if the Primary Subscriber or we cancel the Primary Subscriber’s monthly subscription to the Family Plan Product as allowed by these Terms or if the Primary Subscriber removes your access to the Family Plan Product. We will notify you of any such cancellation or removal of access.
- 14.7. If you are an Additional User and you cancel your access to the Family Plan Product, we will notify the Primary Subscriber.
- 14.8. If you cancel a Product where a free trial period is offered by us, you will not be entitled to a further free trial period if you re-subscribe for the same Product within a period of 6 months from the date of expiry of your last free trial period, and you will be charged immediately for the Product.
- 14.9. If you decide to cancel your monthly subscription to the Equifax Credit Report and Score Product or you are the Primary Subscriber and decide to cancel the Family Plan Product, we may offer you the option to change your monthly subscription to Equifax CreditWatch. Details of which are set out below:

**Equifax CreditWatch**

- a) Monthly subscription fee
- b) Unlimited online access to your Credit Report.
- c) Online access to a monthly Equifax Credit Score.
- d) Daily alerts whenever there are key changes to your Credit Report. Monthly where no changes are detected.
- e) Access to WebDetect and SocialScan (please see the descriptions under the heading “WebDefend” (above) for more information.)
- f) Access to Open Banking Finance Monitor.
- g) Access to our dedicated Customer Care team
- h) Access to the Motor Finance Checker via Our App.

- 14.10. If you decide to change your monthly subscription to Equifax CreditWatch then we will send confirmation of the changes to your monthly subscription, including your monthly payments, to you by e-mail.
- 14.11. You will need to re-enter your personal details to the WebDetect and SocialScan features even if already provided for your Equifax Credit Report and Score product.
- 14.12. You do not have to change your monthly subscription to Equifax CreditWatch and can cancel your monthly subscription in full.
- 14.13. Even if you cancel a Product, you will still have access to Equifax Basic. This means that you will have access to the Statutory Credit Report – Online Version Product, if you access your MyEquifax account on our Website or via our App, and the Motor Finance Checker if you access your MyEquifax account on our App. As described at paragraph 4.1 above, as part of this Product, your Credit Report will be generated and provided to you in MyEquifax, free of charge. If you would like to cancel your MyEquifax account then please contact us here: <https://help.equifax.co.uk/EquifaxOnlineHelp/s/>

## 15. OUR RIGHT TO SUSPEND OR CANCEL YOUR SUBSCRIPTION

- 15.1. If we have reasonable grounds for suspecting you of fraud or using the Product in a way that is not allowed under these Terms, we may suspend your access to our Products temporarily (or permanently if paragraph 15.3 applies).
- 15.2. We will use reasonable efforts to investigate and resolve whether or not you have acted fraudulently or used the Product in a way that is not allowed under these Terms within a reasonable period.
- 15.3. If, after suspending your access to the Products, we do not confirm fraud or that you have acted in a way that is not allowed under these Terms, we will reinstate your access to the Products and refund you, (or the Primary Subscriber if you are an Additional User), a proportionate amount of any charges paid for Products that you did not have access to during the period of suspension.
- 15.4. If, after suspending access to the Products, we confirm fraud or that you have acted in a way that is not allowed under these Terms, we may immediately on notice to you cancel your right to access the Products and you, (or the Primary Subscriber if you are an Additional User), will not be entitled to a refund.
- 15.5. If, after suspending access to the Products, we require further information from you in order to confirm whether or not there has been an incident of fraud or you have acted in a way that is not allowed under these Terms, we may contact you by e-mail or letter to request this further information. If this information is not provided within 45 days of the date of such request, then we may immediately, on notice, cancel your right to access the Products and you, (or the Primary Subscriber if you are an Additional User), will not be entitled to a refund.

## 16. OUR RESPONSIBILITY TO YOU

**16.1.** If we do not comply with these Terms, we are responsible for loss or damage you suffer as a result of our failure to comply with these Terms or our negligence, unless the loss or damage is:

- a) unexpected – It was not obvious that it would happen and nothing you said to us before you made a Order meant we should have expected it (so, in the law, the loss was unforeseeable);
- b) avoidable – something you could have avoided by taking reasonable action, including following our reasonable instructions for use; and
- c) a business loss – it relates to your use of a Product for the purposes of your trade, business, craft or profession.

**16.2.** Please see paragraph 4 for our liability for information we receive from third parties.

**16.3.** 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 Report will use their own criteria in making decisions about you. Unless we have acted in breach of these Terms or have not used reasonable care or skill, 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 Report.

**16.4.** We only supply our Products for private and domestic use and will not be liable to you for any business losses you may suffer.

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

- a) death or personal injury;
- b) fraud;
- c) any other matter which we are not allowed to exclude or limit our liability by law.

## **17. EVENTS OUTSIDE OUR CONTROL**

**17.1.** We will not be liable or responsible for any breach of these Terms that is caused by an "Event Outside Our Control".

**17.2.** 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.

**17.3.** If an Event Outside Our Control takes place that affects our performance of these Terms:

- a) we will notify you as soon as possible; and
- b) 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.

**18. YOUR PERSONAL DATA**

**18.1.** In connection with your use of our Products, we will use and share your personal information in accordance with our Equifax Website, Cookies and Consumer Services Privacy Policy, which is available here: <https://www.equifax.co.uk/privacy-hub/privacy-notice>

**18.2.** Our Equifax Website, Cookies and Consumer Services Privacy Policy explains that in order to make available our Products we may pass your personal information to other companies in our group and also to third party suppliers who are involved in the supply of certain elements of the Products, and that these companies may be based outside of the UK or European Economic Area.

**18.3.** If false or inaccurate information is given and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

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

- a) Checking details on applications for credit and credit related or other facilities;
- b) Managing credit and credit related accounts or facilities;
- c) Recovering debt;
- d) Checking details on proposals and claims for all types of insurance;
- e) Checking details of job applicants and employees.

**18.5.** 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.

**19. OTHER IMPORTANT TERMS**

- 19.1.** These Terms are a contract between you and us. No other person has any rights to enforce any of its terms and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 19.2.** 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 will not be affected.
- 19.3.** Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 19.4.** We may subcontract our obligations under these Terms to a third party but we will remain responsible to you for compliance with these Terms.
- 19.5.** These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you do not live in England, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- 19.6.** Nothing in these Terms will affect the legal rights you have as a consumer in the country within which you live.

## **20. QUESTIONS AND COMPLAINTS**

- 20.1.** You have rights if there is something wrong with your Product. If you think there is something wrong with your Product or have any questions or complaints about our service to you, please contact us here: <https://help.equifax.co.uk/EquifaxOnlineHelp/s/>
- 20.2.** You can access our complaints policy here: <https://help.equifax.co.uk/EquifaxOnlineHelp/s/complaint-page>
- 20.3.** If you have any questions or complaints about the content of your Credit Report, please see paragraphs 4 above.
- 20.4.** 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, which can be accessed here: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>

## **21. LATEST VERSION**

- 21.1.** These Terms are dated February 2026