

Terms and Conditions for Experian's website services

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1. Definitions

References to "**we**", "**us**" and "**our**" in these Terms and Conditions are to Experian Limited. References to "**you**" or "**your**" in these Terms and Conditions are to you as a user of the Websites and Services.

"**App**" a mobile device application from Experian for use of certain Services. Apps can be downloaded from an application distribution platform.

"**FCA**" means the financial services regulatory body known as The Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London, E14 5HS. The FCA can be contacted at www.fca.org.uk

"**FSMA**" means the Financial Services and Markets Act 2000, as amended from time to time, including any conduct of business rules developed by the FCA pursuant such legislation.

"**Our Material**" means content, data, Redemption Codes and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the Services (whether on a computer screen, in email or paper format) or contained in the Websites, including the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets.

"**Redemption Code**" means a code that we, one of our partners or another third party has given to you to enable your access to the Services for a limited period as part of a membership package that you are eligible for.

"**Services**" means the services and facilities that we make available to you on the Websites and/or via an authorised Third Party Website from time to time and "Service" shall be interpreted accordingly.

"**Terms and Conditions**" means the terms and conditions set out here and the terms and conditions specific to the Service you receive (denoted by the Service name or the generic name for a product family at the beginning of the terms and conditions specific to the Service).

"**Third Party Content**" means content and material (including but not limited to information, reviews, comment and opinion) belonging to a third party provider of products and/or services.

"**Third Party Website**" means the website of a third party which is linked to or from the Websites or on frames within the Websites. This includes, for example, the websites of our selected third party partners who we authorise from time to time to make available access to certain of our Services from those websites.

"**Trial**" means an arrangement whereby we allow you to use a Service for a limited period either on a free-of-charge or discounted basis.

"**Websites**" means our websites listed in the section headed "Important information about these Terms and Conditions" below, and any replacement website(s) we may use from time to time. "Website" shall have the meaning given in the terms and conditions specific to the Service you receive.

"**Your Data**" means information and data you have provided to us on or in connection with the Websites and/or Services, which may from time to time include Personal Data as defined by the Data Protection Act 1998 (as amended).

2. **About us**

2.1 We are 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.

2.2 We are members of the Experian group of companies - for further information see www.experiangroup.com.

2.3 For general enquiries not related to a particular Service you can contact us using the details shown on the website.

2.4 Our contact details for enquiries about each of our Services are as set out on the websites.

3. **Important information about these Terms and Conditions**

3.1 These Terms and Conditions relate to your use of the following websites and the Services we make available on those Websites:

- Experian CreditExpert - www.creditexpert.co.uk
- Experian ProtectMyID - www.protectmyid.co.uk

For the avoidance of doubt, these Terms and Conditions also apply where you access our Services via an authorised Third Party Website.

3.2 The terms for specific Services also form part of these Terms and Conditions. Our contract with you for a particular Service you receive is governed by the terms set out here (i.e. Clauses 1 to, and including, 17) and the terms specific to that particular Service.

3.3 We intend to rely on these Terms and Conditions and it is our intention that you will be legally bound by them when you use our Websites and Services. For your own benefit and protection you should read these Terms and Conditions carefully before using them. **IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE SECTIONS ON "OUR LIABILITY TO YOU" AND OUR "WARRANTIES AND DISCLAIMERS"**. If you do not understand any point please contact us using the contact details shown on the website.

3.4 We advise you to print these Terms and Conditions and keep a copy for your future reference.

3.5 You may have other consumer rights granted by law and these Terms and Conditions do not affect such rights.

4. **Our Services**

- 4.1 Each of our Services is as described on the relevant Website and/or, where you access our Services via an authorised Third Party Website, as described on the relevant Third Party Website.
- 4.2 Please remember that these Terms and Conditions apply to any Services you request on or are provided to you from the Websites which includes trial Services, free Services and those for which we make a charge.
- 4.3 For services provided by third parties, separate terms and conditions may apply.
- 4.4 When you request a Service a binding legal contract is formed between us and you on the earlier to occur of:
 - 4.4.1 when we receive your payment; and
 - 4.4.2 when we make the Service available.
- 4.5 If you make a mistake when requesting a Service please contact us as soon as possible so we can try to correct the error.

5. **Registration, log-in details and PIN**

- 5.1 To be able to use some of the Services you will need to register on the Website and log-in using your unique log-in details supplied as part of the registration process (e.g. username, password). You are responsible for keeping your log-in details confidential and they should not be shared.
- 5.2 You should contact us as soon as possible if you believe that anyone has obtained your log-in details without your permission or if you become aware of any other breach of security on the Websites. We will not be responsible to you if there is unauthorised access to your log-in details or unauthorised activity on the Websites as a result of your log-in details becoming known by someone else, unless this is due to our negligence.
- 5.3 If we issue you with a PIN number as part of the registration process, the PIN will be sent to the address you provided at the time of your application and which you stated was your current address. If we post the PIN to you we will send you an e-mail advising you that we have done so. If you have not received the PIN within 5 working days (or such other period as we may refer to in the e-mail) you should contact us using the details shown on the website. In most cases you will not be able to access a log-in area on the Websites until you enter this PIN number along with your other log-in details, although you may be able to start using certain features of some Services before receiving your PIN.

6. **Pricing and payment**

- 6.1 The prices on the Websites are checked regularly to ensure that they are correct. We may change the prices from time to time. If you are a subscriber to a subscription Service, we will notify you in advance of any price changes that will affect your future payments by e-mail or by posting a notice on the relevant Website and we advise you to regularly check the Websites for any such notices.
- 6.2 The prices for Services indicated on our Websites include all taxes, including VAT, which may be payable in respect of the Services. All payments taken will be in pounds Sterling.
- 6.3 Certain payments for Services must be made in advance by credit or debit card using the payment facilities on the Websites.
- 6.4 For subscription Services, unless you are paying or have paid for the Services through one of our authorised third party partners, payments must be made by credit or debit card using the payment facilities on the Websites. **By giving us your payment details you agree that we have continuing authority to take subscription payments from your payment card**

account until you or we end the Services. We may stop providing the Services without notice to you if at any time we are unable to obtain payment using the details you provided.

- 6.5 The credit or debit cards we accept for payment are shown on the Websites.
- 6.6 It is your responsibility to ensure that all payment details you provide are correct and complete. We are not responsible for supplying Services if the details you submit are incorrect or incomplete.
- 6.7 No payment will be deemed to have been made until we have cleared funds and we may choose not provide Services until we receive payment in full. If we are unable to accept your request for Services for any reason then we will, at our option, either not debit your payment card or refund any money paid by you in respect of that request.
- 6.8 We are not responsible for any overdraft or "over the limit" charges or bank fees if your payment card account or facility contains insufficient credit or funds when we take payment for the Services.
- 6.9 Please note we may receive commission and fees from certain third parties who advertise on or are linked to the Websites or as a result of you having purchased products and/or services. All such commission and fees shall be retained in full by us.
- 6.10 In the event that you proceed to purchase a product or service from a third party, the charges and payment terms will be subject to that third party's relevant terms and conditions.
- 6.11 Where you access our Services via an authorised Third Party Website, your payments may be taken by the Third Party Website operator on our behalf using the payment facilities on the Third Party Website.

7. Trials and Redemption Codes

General

- 7.1 Trials and Redemption Codes are made available at our discretion and may not be available for all Services.
- 7.2 Depending on the type of Trial or Redemption Code, some aspects of the relevant Service may not be fully available to you or may require you to pay to use them. Please refer to the documentation provided to you about your Trial or Redemption Code, or if none has been provided, the relevant Website for further details.

Trials

- 7.3 You cannot use the Services on a Trial basis if you are applying to use the Services under a Redemption Code.
- 7.4 If you use a Service on a Trial basis, additional usage conditions may apply depending on the type of Trial. We will inform you of any such additional conditions before you begin the Trial and we will confirm those additional conditions to you in writing by email.
- 7.5 The length of your Trial period will be confirmed to you when you register for the Trial. We will also send you an email confirming your registration and the length of your Trial period.
- 7.6 You can cancel the Trial at any time during the Trial period. For free Trials, you will not be entitled to any refund or credit from us. For Trials charged at a discount, please refer to the specific service terms for details of what refunds may be payable.
- 7.7 If you do not cancel at the end of your Trial period and if you receive a subscription service, then your access to the Services will automatically continue on a subscription basis and you will be charged the applicable subscription charges for the Service

Redemption Codes

- 7.8 Details of what Services are covered by your Redemption Code are set out on the relevant Website. The period covered by your Redemption Code will be stated on the Redemption Code itself or notified to you when you receive the Redemption Code.
- 7.9 If you use a Service under a Redemption Code, additional usage conditions may apply depending on the type of Redemption Code. We will inform you of any such additional conditions required by us when you receive the Redemption Code. However, if you received the Redemption Code from one of our partners or a third party, you should check whether they have any additional conditions that will apply to you.
- 7.10 To use a Service under a Redemption Code, you must submit it during the registration process and you will need to prove your entitlement to the Redemption Code. We will send you an email confirming your registration.
- 7.11 Redemption Codes cannot be exchanged for cash or used to pay for any other services that we or our group companies provide.
- 7.12 Unless we give our written permission, Redemption Codes can only be used once and may only be used by the original recipient. If we give our written permission for you to pass Redemption Codes to another person, you may only do so for non-commercial purposes.
- 7.13 You must not tamper with any security device contained in or on the Redemption Code.
- 7.14 If we reasonably believe that a Redemption Code is being used unlawfully or in breach of these Terms and Conditions, we may reject the Redemption Code and/or cancel your access to any Services without notifying you. We will not be responsible to you in respect of such rejection or cancellation in these circumstances.
- 7.15 If you cancel your use of the Services before the end of the Redemption Code period, you will not be entitled to any form of refund or credit from us.
- 7.16 We will contact you shortly before the end of the Redemption Code period to check whether you wish to continue using the Services. If you wish to continue after the end of the Redemption Code period, you will need to pay the applicable charges for the relevant Service. If you do not wish to continue, your access to the Service under the Redemption Code will end when the Redemption Code period expires.

8. Use of the Websites and Our Material

- 8.1 You are permitted to access and make personal non-commercial use of the Websites. Our Material and Third Party Content we make available on the Websites for lawful purposes only and in a manner that does not infringe our intellectual property rights or those of third parties. Any access or use other than that which is personal non-commercial must be expressly agreed by us in writing and in advance. We do not give you permission to do anything with the Websites except to browse their contents and use any Services we make available to you.
- 8.2 You must take care not to do anything that could harm the Websites or the computer systems which host the Websites. You must not do anything that restricts or inhibits the use and enjoyment of the Websites by other users.
- 8.3 You are responsible for ensuring that Your Data submitted to the Websites is true and accurate and free from viruses and other harmful code.
- 8.4 The Websites contain content which is made available by us (being Our Material) and by third parties (being Third Party Content). All information delivered to you in the course of the Services and all intellectual property rights, including copyright, in Our Material belong to us or our licensors. All intellectual property rights in Third Party Content belong to the relevant third party or their licensors.

8.5 None of Our Material or the Third Party Content contained in the Websites may be reproduced or redistributed without our prior written permission, except that you may download or print a single copy for your own personal non-commercial use.

8.6 Product names, trademarks or service names or marks or company names mentioned on the Websites and in connection with the Services are the trademarks, service marks, or business names of their respective owners. The word "EXPERIAN" and certain other words and graphical devices in respect of particular Services are trademarks of Experian Limited and/or its associated companies and may be registered in the EU, USA and other countries.

9. **Privacy of Your Data**

9.1 We take your privacy very seriously and we comply with the relevant provisions of UK data protection legislation. We will use any information given to us by you or collected by us during your use of the Websites and Services only in accordance with our applicable [Privacy Policy](#).

9.2 Please be aware that we may record telephone calls you make to our call centres for training, verification, fraud prevention, audit and quality purposes.

10. **Warranties and Disclaimers**

10.1 We will endeavour to provide the Websites and the Services with reasonable care and skill and to ensure that the Services are substantially as described on the Websites and in these Terms and Conditions.

10.2 While we try to ensure that the Websites are functioning correctly, this may not always be achievable. We do not guarantee that the Websites or Services will be available all the time or at any specific time. They may be temporarily suspended if the computer systems used to provide the Websites or Services are under repair or maintenance or are otherwise unavailable.

10.3 We do not guarantee that the Websites will be compatible with all or any hardware and software which you may use. For example, the Websites may not display or operate correctly if you access them using a mobile phone or similar device.

10.4 We take steps to ensure that the Websites and Our Material are free from computer viruses and other harmful computer programs. However, we cannot guarantee this due to the nature of the Internet. You are advised to use appropriate firewall, anti-virus software and security updates to protect your computer, device and data.

10.5 We use reasonable skill and care in the sourcing and supply of the information which is made available to you on or in connection with the Websites or Services. However, in the case of information we obtain from third party sources (including the details supplied by you), we cannot guarantee that any of that information is correct, accurate, complete, error free or up to-date.

10.6 Nothing provided by us on or in connection with the Websites or Services (including but not limited to our email alerts) is, or shall be deemed to constitute financial or legal advice. The information we provide is not intended to be relied on by you in making (or refraining from making) any specific decision or to replace independent professional advice. Any and all information provided by us on or in connection the Website is for general information purposes only.

10.7 Except for the commitments we expressly make in these Terms and Conditions and any additional commitments arising out of your consumer rights granted by law, we do not make any other commitments or warranties about the Websites or the Services.

11. **Our liability to you**

11.1 For further information about your legal rights and how they may be affected by these Terms and Conditions including this section on our liability to you, we advise you to contact your local Citizens Advice Bureau. If any problems arise with your use of the Websites or Services, please contact us as soon as possible.

- 11.2 Nothing in these Terms and Conditions excludes or limits our liability in respect of (a) death or personal injury caused by our negligence, (b) our fraud, (c) any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability, or (d) our duties or liability under the FSMA.
- 11.3 We are not responsible to you for any loss or damage suffered by you which was not a reasonably foreseeable or obvious consequence of us breaching these Terms and Conditions - for example, if you and we could not have anticipated those losses before or when you accessed the Websites or used the Services or it was not obvious that those losses would result.
- 11.4 We are not responsible to you for losses which you suffer due to any events beyond our reasonable control.
- 11.5 We are not responsible to you for losses which you suffer which are not directly caused by our actions (or our failure to act).
- 11.6 Unless we have been negligent then we are not responsible to you for any damage caused to any hardware or software used to access, use or download the Services.
- 11.7 We are not responsible to you for losses you suffer under any contract you have with a third party through which your access to the Services and/ or any Website is arranged or paid for.
- 11.8 Except as otherwise stated in these Terms and Conditions, our aggregate liability to you arising out of or in connection with each Service (including the Websites from which the relevant Service is provided) shall not exceed:
- 11.8.1 £100; or
- 11.8.2 if you pay a subscription fee for the relevant Service, the then current annual fee for that Service (or if the Service is not paid for annually, the monthly fee multiplied by twelve) if that amount is greater than £100.
- 11.9 Our liability to you shall not include the following business losses that you may incur lost business data, lost profits, lost earnings, business interruption or reduction in the value of an asset. We shall not be liable to you for any business losses if the Service is provided for your own personal use as a consumer.

12. **Ending the Services**

- 12.1 You are free to stop using the Websites and any optional features of the Services at any time.
- 12.2 You may cancel the subscription Services at any time by notifying us using our contact details for the relevant Service. Please see the terms and conditions specific to each for details of refunds that may be available for that Service.
- 12.3 Please note, as you have agreed that we can we begin to set up and provide the Services immediately following your request, you may not have a right to a refund if you cancel the Services using any statutory right to cancel. Please refer to the specific service terms for details of what refunds may be payable.
- 12.4 We may terminate or suspend your access to log-in areas of the Websites and/or your use of any of the Services without notifying you if:
- 12.4.1 in our view there has been a serious failure by you to comply with your responsibilities in these Terms and Conditions (for example non-payment or misuse of the Website or Our Materials or for fraud), or
- 12.4.2 you receive access to the Services as part of a contract you have with a third party (for example as an employment benefit or value added service from that third party) and

your right to such access comes to an end or the third party requests us to cancel your access.

If we do so, we may delete our records of your registration details and Your Data without liability to you.

13. **Third Party Websites and Content**

- 13.1 The Websites may contain links to other websites and Third Party Content in respect of products and services, either directly or indirectly through frames. Where possible, we will make it clear where such links are being made. We are not responsible for Third Party Content or the availability of Third Party Websites.
- 13.2 You can make requests for and purchase a number of products and services on Third Party Websites via our Websites. Please be aware that such products and services are not provided by us and are provided by third parties over whom we have no control.
- 13.3 We do not endorse or take responsibility for any Third Party Content or any offers, arranging or advice (including but not limited to the comment, opinions, or recommendations) provided by third parties. You will need to validate the information and check the details of what is being offered by such third parties for yourself.
- 13.4 Third Party Content and third party products and services available on the Websites or linked to from the Websites are subject to the separate terms and conditions and privacy policies of the relevant third party (in the case of privacy policies where the third party is collecting information from you, otherwise, where we collect information from you then our relevant privacy policies will apply). You should check them on the relevant Third Party Website and ensure that you are comfortable with them (and take legal advice if necessary) before making any application for the third party's products or services. We are not responsible for any arrangements or agreements made between you and the relevant third party and they are entered into at your sole risk and expense.
- 13.5 Information about third party products and/or services made available to you on or in connection with the Websites or on a Third Party Website is not intended to be an exhaustive list of all the products and/or services that could be available to you.
- 13.6 Where authorised by us from time to time, certain of our Services may be made available to you by our selected third party partners via their Third Party Websites. These Terms and Conditions will apply to your use of any such Services and will form a contract between you and us in respect of those Services.

14. **Complaints**

- 14.1 We are sorry if you feel the need to complain. We want to hear from you because telling us gives us the chance to put matters right for you, and see how we can improve what we do for others. You can make a complaint by emailing us at complaints@uk.experian.com or by contacting us. Whatever way you complain to us, we will take notice.
- 14.2 Click on the following link to find out about our [complaints handling procedure](#) and how to make a complaint. If we cannot resolve things under that procedure, then you may have the right to refer your complaint, free of charge, to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

Telephone: 0300 123 9 123, or from outside the UK +44 20 7964 1000
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

14.3 You also have the option to register your complaint using the [European Commission Online Dispute Resolution \(ODR\) platform](#). This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from their purchase.

15. **Changes to these Terms and Conditions**

15.1 Sometimes, because of changes to the Websites or Services, changes in the law or our arrangements with third parties, we may have to make changes to these Terms and Conditions. You can tell when changes have been made by checking the version and date on which they were last modified indicated at the start of these Terms and Conditions.

15.2 We will not notify you individually of any changes in these Terms and Conditions. It is therefore important that you check these Terms and Conditions regularly and in particular on each occasion when you request Services.

16. **Use of Apps**

16.1 The following apply if you use an App to access our Services or aspects of our Services:

16.1.1 these Terms and Conditions apply to the use of any App and the Service through the App. These Terms and Conditions prevail over any terms which may be imposed by the application distribution platform for use of the App and/ or the Service through an App;

16.1.2 if you choose to use Touch ID to log into the App, then you agree that any fingerprint stored in your device can be used to log in and use all features of the App. You are responsible for any use of the App by anyone whose fingerprint is stored in your device, including any use which breaches these Terms and Conditions;

16.1.3 without prejudice to Clause 16.1.1, in Clauses 8 and 10 the word "Website" shall include the word "App";

16.1.4 we will endeavour to ensure the App is available. We do not guarantee that it will be available at all times or at all, or that it will be fully functional;

16.1.5 your use of any App will end at the same time as your use of the Services to which the App relates ends (however that occurs).

17. **Other important information**

17.1 These Terms and Conditions are a contract between you and us and form the entire agreement between us. No-one except us and you has any right to enforce these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

17.2 You may not transfer any or all of the rights granted to you under these Terms and Conditions to any other person.

17.3 We may in our discretion discontinue or modify any of the Websites or Services at any time. We will try to ensure that any such discontinuation or modification does not materially adversely affect the nature of the Services provided to you.

17.4 You must not create hypertext links to the Websites without our prior written permission.

17.5 All communications between us will be conducted in the English language.

17.6 Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you.

17.7 English law applies to these Terms and Conditions. If any disputes arise between you and us in relation to these Terms and Conditions and you want to take court proceedings, you must do

so in the English courts unless you reside in Scotland, Wales or Northern Ireland, in which case you may do so in the courts of the country in which you reside.

Experian ProtectMyID Services Terms and Conditions

Last Modified

Version: 1.3
Dated: 14/02/2017

These are terms specific to all of the Experian ProtectMyID Services and form part of the Terms and Conditions.

1. Definitions

“Experian ProtectMyID Services” means the services provided from the Website (or in the case of access to the services under a Redemption Code or via one of our partner organisations, from a website similar to the Website) which include the supply to an individual of Experian’s credit report for that individual and of alerts and other information relating to the individual’s credit report. **“Experian ProtectMyID Service”** shall be interpreted accordingly.

“Website” means, for the purposes of these Experian ProtectMyID Services Terms and Conditions, www.protectmyid.co.uk (or in the case of access to the services under a Redemption Code or via one of our partner organisations, such similar website from which the Experian ProtectMyID Services are provided to you).

2. Our Services

- 2.1 Experian ProtectMyID Services are provided only for your personal non-commercial use.
- 2.2 The Experian ProtectMyID Services contain different service features. Further details relating to these features will be given to you during the sign-up process for the Experian ProtectMyID Service or are set out on the Website.
- 2.3 By obtaining a copy of your credit report through your Experian ProtectMyID Service you will have access to information that is available to us in the United Kingdom and that could be taken into consideration by a lender using us as a credit reference agency. This will include public information and financial details. When you request a copy of your credit report through your Experian ProtectMyID Service, what we provide is a copy of the statutory credit report produced by us in accordance with Section 7 of the Data Protection Act 1998.
- 2.4 We can only provide information which relates specifically to you as part of your Experian ProtectMyID Service (for example a copy of your own credit report or alerts relating to your own credit report), not information about any other person.
- 2.5 A record of each of your requests for a copy of your Experian credit report as part of your Experian ProtectMyID Service will be retained by us for 12 months.
- 2.6 Each time you log into your Experian ProtectMyID Service an automatic request for your Experian credit report will be made. If you request a copy of your Experian credit report (including when logging into your Experian ProtectMyID Service) then it will include a record of your previous requests in the 12 months which precede the date of your then current request.
- 2.7 Your requests for your Experian credit report will ONLY be visible to you and NOT to any lenders. Therefore these requests will not be taken into consideration in any lending decision.

3. Registration and log-in details and request to provide services

- 3.1 You can sign up for the Experian ProtectMyID Services via this Website or you may be able to do so by telephone or other means we make available to you. In all cases, your use of Experian ProtectMyID Services will be via the Website and our Terms and Conditions on the Website apply to your use of an Experian ProtectMyID Service.

- 3.2 For security reasons and to protect confidentiality, when you sign up for an Experian ProtectMyID Service we will verify your identity by checking the details you provide during registration against details held on databases to which we have access for this purpose. A record of this check will be kept and may be used by other organisations for verification and fraud prevention purposes. We will check your details with the records we hold and with other fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, we will record this and the details will be passed to the other 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:
- 3.2.1 Checking details on applications for credit and credit related or other facilities.
 - 3.2.2 Managing credit and credit related accounts or facilities.
 - 3.2.3 Recovering debt.
 - 3.2.4 Checking details on proposals and claims for all types of insurance.
 - 3.2.5 Checking details of job applicants and employees.
- 3.3 Please contact us at Experian Ltd, PO Box 8000, Nottingham, NG80 7WF if you want to receive details of the fraud prevention agencies referred to in Clause 3.2. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 3.4 You must be aged 18 or over in order to sign up for an Experian ProtectMyID Service.

Request to provide services within statutory cancellation period

- 3.5 You will receive instant access to the Experian ProtectMyID Service once you complete registration. By completing registration, you will be requesting that we provide the Experian ProtectMyID Service within your statutory 14 day cancellation period (which begins the day after the day on which you completed registration). If you do not want us to do this, you should not complete the registration process.

4. Pricing and payment

- 4.1 We offer different Experian ProtectMyID Services. Further details of the additional services you may be eligible for and how to make payment are set out on the Website. You will be advised of the charges payable for the particular Experian ProtectMyID Service you are applying for when you register for the service. These charges will be confirmed by e-mail when your application has been successful.
- 4.2 If you change from one membership/subscription package to another and the charges for your new package are different, the charges for the new package will apply from the month after the month in which you moved to the new package unless we ask you and you agree that the charges for the new package will apply from the day you move to the new package (and if you move to a new package part-way through a month then the charges you have paid and the charges to be paid for the new package will be pro-rated as appropriate).
- 4.3 For continuity of access to your Experian ProtectMyID Service, we may, from time to time, receive notifications from your issuing card provider that inform us your payment card details have changed for the current payment card account you have notified to us for the Experian ProtectMyID Service. Under these circumstances, we reserve the right to adjust your payment card details to reflect any such changes so that your access to the Experian ProtectMyID Service continues uninterrupted. For example, if you are provided with a replacement debit or credit card which extends the expiry date of your card (but all other details remain unchanged) we reserve the right to amend your payment details accordingly.

- 4.4 For the avoidance of doubt, this arrangement with issuing card providers will only provide us with information on your current payment card account (as you have provided to us in connection with your Experian ProtectMyID Service) and under no circumstances will this arrangement with issuing card providers permit us to access any account information for you on any other accounts which you currently hold or subsequently set up. **We will not have access to, or be able to debit, any bank account or credit facility which is unrelated to the current payment card account details that you have provided to us.** For example, as part of your set up for your Experian ProtectMyID Service account you will have provided us with payment details from a credit or debit card provider, and we will collect payment from this payment card account. From time to time you may choose to go into your Experian ProtectMyID Service account to change your payment card account details for the account for which you agree for us to collect payment for the Service. If you cancel this card account and obtain a new card account with a different company, we will not be able to continue to take payments for your Experian ProtectMyID Service from this new account under any arrangement with third parties. If you obtain a new card account in this way, we would strongly recommend you to update your Experian ProtectMyID Service account details with us as soon as is possible to ensure your access to the Services continues uninterrupted.

5. Trials and Redemption Codes

- 5.1 Information about Redemption Codes and Trials which may be applicable to your Experian ProtectMyID Service will be set out on the Website, contained in third party marketing and/or supplied when you receive your Redemption Code. For example, use of a Redemption Code and/or Trial access to your Experian ProtectMyID Service may entitle you to unlimited online access to your Experian credit report for the period covered by the Redemption Code or Trial.
- 5.2 Depending on the type of membership package you receive, some additional features may need to be paid for during the Redemption Code or Trial period.

6. Warranties and Disclaimers

- 6.1 Due to the nature of credit reports and other information provided through your Experian ProtectMyID Service, the value, accuracy, and/or relevance of the information will diminish over time. For this reason, we cannot guarantee that credit reports and other information we have supplied will continue to be accurate or up-to-date after we have provided them to you.
- 6.2 Your Experian ProtectMyID Service may include features such as educational tools to help you assess your risk of identity fraud. These features are only intended for general guidance purposes.

7. Ending the Services

- 7.1 If you choose to cancel your membership of an Experian ProtectMyID Service, you may be entitled to receive a refund. If you have not paid a charge for use of your Experian ProtectMyID Service (for example, under a Trial or Redemption Code), you will not be entitled to a refund. You can cancel by contacting us using the contact details shown on the Website or, if you have a statutory right to cancel, then you can cancel in accordance with Clause 7.2 below.
- 7.2 If you are exercising your statutory right to cancel your Experian ProtectMyID Service within 14 days (beginning the day after the day on which you completed registration), then please refer to the Notice of Statutory Contract Cancellation under the Distance Selling Regulations at the end of these Terms and Conditions for information on how to cancel (including a Model Cancellation Form) and refunds. You do not have to use the Model Cancellation Form but your cancellation notice must include the information set out in it in order for us to be able to identify you on our system and to validate, as far as we are reasonably able to, that you have sent the cancellation notice.
- 7.3 If you wish to cancel your membership of the Experian ProtectMyID Service but you do not or no longer have a statutory right to do so, then you should contact us using the contact details shown on the Website. When we have taken your call, we will cancel your Experian ProtectMyID Service from the end of the month in which you contact us.

- 7.4 We may cancel your membership of your Experian ProtectMyID Service by giving you notice provided that such termination will not take effect until the end of the current membership year (if your Experian ProtectMyID Service is paid for annually) or the end of the current month (if your Experian ProtectMyID Service is paid for monthly). Termination can take effect at any time if you have not paid a charge for use of your Experian ProtectMyID Service (for example, under a Trial or Redemption Code).
- 7.5 If your membership of your Experian ProtectMyID Service has been cancelled (whether by you or us) and you re-register for another or the same Experian ProtectMyID Service, you will pay the subscription charges applicable to the Experian ProtectMyID Service you have applied for at the time you re-register.

NOTICE OF STATUTORY CONTRACT CANCELLATION UNDER THE DISTANCE SELLING REGULATIONS

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of conclusion of the contract.

To exercise the right to cancel, you must inform us, by contacting us at Experian (our contact details are set out below), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

Telephone

0344 481 0001

Email

customerhelp@protectmyid.co.uk

Address

ProtectMyID
PO Box 9639
Nottingham
NG80 1AE

If you have your reference number, please include this when you contact us so we can respond in the fastest possible time.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation within 14 days

You may be entitled to a refund on cancellation in 14 days, please refer to our Refunds Policy.

If you receive our services under a free trial, or where a third party pays for our services, you will not receive any refund because you haven't made payment in the cancellation period.

[Insert Experian logo]

MODEL CANCELLATION FORM

To: ProtectMyID
PO Box 9639
Nottingham
NG80 1AE

customerhelp@protectmyid.co.uk

I hereby give notice that I cancel my contract of sale for the supply of the following service
ProtectMyID.

Name of consumer:

Address of consumer:

Customer reference number:

Signature of consumer (only if this form is notified in paper)

Date