

Contents

- 1. Terms and Conditions for Free Credit Report 2
- 2. Terms and Conditions for paid Services..... 3

Terms and Conditions for Credit Report

I. Important:

A. Supplier

Experian Credit Information Company of India Private Limited (hereinafter referred as "Experian").

B. Service

The online and Realtime delivery of the Experian Consumer or Commercial or MFI Credit Information Report and Credit Score (hereinafter referred to as the "Experian Credit Report") to you.

Note: Your request shall be processed immediately upon completion of the Experian Credit Report Form (hereinafter referred as "the Online Form") by you through the Experian India website ("Website") free credit report section and subsequent authentication as specified herein.

By executing and submitting this online form you agree and accept to receive your Experian Credit Report online.

The online form being referred to in the document refers to both Consumer, MFI and Commercial Online Form. This form captures the information required to fetch the respective report. Description of what the online form captures is given below:

Consumer or MFI Online Form: Name, Email ID, Date of Birth, Gender, ID Type, ID Value, Address and Pincode

Commercial Online Form: Company Name, Entity Type, ID Value, Address, State, City and Pincode

Below is a brief description of Consumer, Commercial and MFI Credit Information Reports-

Consumer CIR: It provides information on an individual's credit history and creditworthiness compiled by Experian. It includes information such as an individual's personal details, credit accounts, loan payment history, credit enquiries, any defaults or delinquencies, and more.

s

Commercial CIR: Experian's Commercial Credit Information Report (CIR) provides an in-depth analysis of a business's credit history and repayment patterns. This report helps lenders gain a deeper understanding of a company's creditworthiness by examining credit lines, outstanding debts, past defaults, and payment history. Additionally, the report offers comprehensive information on entities and their related individuals, such as borrowers and guarantors. It includes details on proprietors, partnerships, private limited, public limited companies, etc... covering contact information, addresses, nature of business activities, and recent enquiries.

MFI CIR: A Microfinance Credit Information Report provides a detailed overview of loan repayment history. It covers only individual account types. The report includes contact details, addresses, loan purposes, payment histories, and recent credit inquiries. Additionally, it helps individuals with low income, self-employment, informal work, and those who are socially marginalized get fair and easy access to credit.

C. Free of cost

Experian Consumer & Commercial Credit Report will be provided free of cost once a calendar year.

Experian MFI Credit Report will be provided free of cost.

D. Complaints

For any queries or feedback about your Experian Credit Report you can write to us at or call us on:

Experian Credit Information Company of India Private Limited, 5th Floor, East Wing, Tower 3, Equinox Business Park, LBS Marg, Kurla (West), Mumbai -400070, India

Call us at 022 6641 9000 (Phone Hours: 10:00 a.m. 6:00 p.m. during working days which exclude public holidays, Saturdays, and Sundays); or Email us at consumer.support@in.experian.com

II. Terms of Service:

1. Definition:

Information used in this section means the details of your credit or loan account provided in the Experian Credit Report.

2. Processing and Dispatch of Experian Credit Report

(a) Your Experian Credit Report shall be processed upon completion of the Online Form.

Upon completion of the Online Form, an identity validation process shall be undertaken by Experian. Once your identity shall be authenticated to enable you to view your Experian Credit Report.

The following applies to processing of your application:

- I. you must be over 18 years of age;
- II. you must have successfully completed the authentication process;
- III. each Online Form is for one person only; joint applications will not be accepted;
- IV. you agree not to use the Online Form to attempt to obtain information about any person/ entity/ groups other than you/ yours;
- V. if Experian is not able to validate the information you have provided in your Online Form and during the authentication process, we shall not be compelled to process your request.

(b) The Experian Credit Report shall be provided to you real time whenever you access our website and provide your credentials and complete the authentication.

(c) Experian may contact you regarding any services and /or information including your credit information.

3. Use of Information

You may use the Information from Experian Credit Report or any part of it for your own personal use only which includes:

- (a) understanding the data which is taken into account by a credit institution when the credit institution is taking a credit decision;
- (b) assessing your own credit worthiness by reference to your credit payment history;
- (c) assessing whether any credit fraud has been committed against you; www.experian.in
- (d) rectifying any errors identified by you in the Experian Credit Report;

4. Cancellation and Resupply

- (a) When you submit the Online Form, you agree that we can begin to process your application in accordance with the terms contained in this form.
- (b) We would be unable to provide the Experian Credit Report to you in the event, we have been unable to validate your information or authenticate the details provided by you;

5. Law

These Conditions shall be governed by and understood in accordance with Indian law and Courts in the city of Mumbai shall have exclusive jurisdiction.

6. Liability

- (a) Experian is not responsible or liable in any way whatsoever for (a) any failure to generate Experian Credit Report in the event the bank or credit or financial institution that you are a customer of, ceases to provide data to us; or (b) non-availability of its Website either due to internet connectivity speeds or errors on your computer or during periodic maintenance/unplanned suspension of your access to the Website that may occur due to technical reasons or for any reason beyond Experian's reasonable control.
- (b) The Information supplied does not constitute any form of advice, recommendation or endorsement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision. We do not accept any responsibility for any loss that may arise from relying on the Information other than as specifically set out in this condition number 6.
- (c) Experian shall use reasonable skill and care in the supply of the Information to you. As we are dependent on and obtain the data from our members / credit institutions, Experian does not give you any guarantee or warranty that the information is complete, accurate, UpToDate or error free. However, Experian shall do a quality check of the data received from its members / credit institutions to ensure that the information provided to you is accurate to best of its ability.
- (d) Experian shall also have no liability for any problems, delays or defects in the Information if such problems, defects or delays are caused by any event or circumstances beyond its reasonable control; Experian does not accept any liability to you for any direct, indirect or consequential loss or damage arising out of the Information.

7. General

- (a) The agreement for the Experian Credit Report as governed by these Terms and Conditions.
- (b) The rights granted under these Terms and Conditions are personal. You will not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.
- (c) If a court finds any part of these Terms and Conditions to be invalid such part shall be deleted and the remaining parts of these Terms and Conditions should be unaffected.
- (d) If either of us fails to exercise any right or legal remedy available to either you or Experian, any such failure shall not prevent you or Experian from relying on these at a later date.
- (e) Headings in these Conditions are for convenience only and shall have no legal meaning or effect.
- (f) This Website/s is on an "as-is", "as available" basis and Experian expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement.

Terms and Conditions for paid Services

1. **Applicability:**

The terms and conditions ("Terms and Conditions") laid down here shall be applicable to the provision of any paid services provided by Experian (as defined below) including but not limited to Experian Consumer Credit Expert Plan or Experian Commercial Paid Plan.

2. **Services:**

Experian Consumer Credit Expert Plan (Expert Plan) consist of following services:

- **Experian Score Simulator:**

Experian Score Simulator simulates your credit score based on one/multiple different credit scenarios chosen by you basis your existing credit profile. It is designed to help you understand how various credit behaviors can affect your existing Experian credit score and empower you to take informed decisions.

You understand and agree that the Experian Score Simulator predicts a simulated score based on the credit scenarios chosen by you but it doesn't take into account all other factors and does not guarantee any change or result.

- **Experian Credit Monitor:**

Experian Credit Monitor helps you to keep a watch on your credit report for any changes and provides a summary of the changes in your credit report, making it easy for you to stay on top of your personal and credit information. Your credit information may change due to a variety of factors including whenever a financial institution accesses your report or submits new or updated information on the credit facilities you have availed. Generally, it's recommended to monitor your credit for at least three months before getting a loan. Monitoring can help you spot inaccuracies in your credit report that could be the result of identity theft and negatively affect your score.

Experian **Commercial Paid Plan** includes the entity report which provides the Complete Loan repayment history for the entity from each lender in the country. Few of the information provided in the report includes Loan type, sanctioned amount, balance amount, overdue amount, account status, etc... It may also dip into the consumer bureau upon user consent if the entity is proprietorship.

3. **Request for Commercial Paid Plan or Consumer Credit Expert Plan:**

Your request shall be processed immediately upon completion of the form (hereinafter referred as "the Online Form") by you through Experian website ("Website") for the relevant service Plan. Experian Consumer Credit Expert Plan or Commercial Paid Plan can be availed only if you have sufficient credit information available with Experian.

4. **Fee for Commercial Paid Plan or Consumer Credit Expert Plan:**

The current annual fee for the said Commercial Paid Plan or Consumer Credit Expert Plan shall be displayed on Experian Website.

5. **Payment:**

All payments shall be made in advance for one year or such period as specified in the subscription as applicable.

Terms for Payment:

- a. You agree to make the payment of the fees as stipulated in clause 4 above for provision of the Commercial Paid Plan or Consumer Credit Expert Plan. You agree and accept that this Fee is towards cost of the Commercial Paid Plan or Consumer Credit Expert Plan.
- b. You understand that Experian shall use third party payment gateway and net-banking channels, which does not belong to Experian and You agree to abide by the rules and

regulations and terms prescribed by such third party in the process of facilitating your payment through the said payment gateway and net-banking channels.

- c. The Commercial Paid Plan or Consumer Credit Expert Plan once selected cannot be cancelled. Accordingly, the relevant fees once paid will not be refunded.
- d. You understand that unless complete and full payment along with submission of the required documents is made by You, Experian shall not be obliged to process or issue the Commercial Paid Plan or Consumer Credit Expert Plan.

- e. The technology for enabling the payment by way of Credit Card/ Debit Card/ Net Banking Facility could be affected by virus or other malicious, destructive or corrupting code, programme or macro. This could result in delays in the processing of instructions or failure in the processing of instructions. You acknowledge and accept that and the payment gateway services for payment through net-banking, credit card or debit card may not be uninterrupted or error free
- f. Where you are charged twice for the same transaction on your net-banking account, or credit card or debit card due to technical snags between your computer and/or Experian and/or the issuing bank, refund should be processed by issuing bank.
- g. Invoice will be sent to your verified email address upon successful payment.

6. Processing and Dispatch of Commercial Paid Plan or Consumer Credit Expert Plan

Upon completion of the Online Form, an identity validation process shall be undertaken by Experian. Once your identity shall be authenticated to enable you to access your Commercial Paid Plan or Consumer Credit Expert Plan.

The following applies to processing of your application:

- I. you must be over 18 years of age.
- II. you must have successfully completed the authentication process.
- III. each Online Form is for one person only; joint applications will not be accepted.
- IV. you agree not to use the Online Form to attempt to obtain information about any person or entity other than you.

If Experian is not able to validate the information you have provided in your Online Form and during the authentication process, we shall not be compelled to process your request.

7. Use of Information

You may use the Information from Commercial Paid Plan or Consumer Credit Expert Plan or any part of it for your own personal use or entity's use only which includes: (a) understanding the data which is taken into account by a credit institution when the credit institution is taking a credit decision; (b) assessing your own or entity's credit worthiness by reference to your credit payment history; (c) Assessing whether any credit fraud has been committed against you or the entity.

8. Law

These terms and conditions shall be governed by and understood in accordance with Indian law and Courts in the city of Mumbai shall have exclusive jurisdiction.

9. Warranty and Liability

Experian shall use reasonable skill and care in the supply of the Information to you. As we obtain the data from our members, we cannot give you a guarantee or warranty that the information is complete, accurate, updated or error free. The Information supplied does not constitute any form of advice, recommendation or endorsement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision.

Experian shall not be responsible or liable (whether directly or indirectly) for (i) any failure to provide services including Consumer Credit Expert Plan or Commercial Paid Plan in the event the bank or credit or financial institution that you are a customer of, ceases to provide data to us; or (ii) non-availability of its Website either due to internet connectivity speeds or errors on your computer or during periodic maintenance/unplanned suspension of your access to the Website or any other channel that may occur due to technical

reasons or (iii) loss arising out of any failure or inability by the relevant bank or financial institution to honour any customer instruction or customer payment of Fees for whatsoever reason (iv) any fraud or error that may be committed on your net banking account, Credit Card or Debit Card, or (v) any loss arising from failure to provide the Commercial Paid Plan or Consumer Credit Expert Plan on account of incorrect remittance made by you, or (vi) any errors or omissions, including but not limited to technical inaccuracies; (vii) the consequences of any decisions or actions taken in reliance upon and / or based on the result of the information / tools provided by Experian including Commercial Paid Plan or Score simulator, Experian Credit Monitor or (viii) for any reason beyond Experian's reasonable control including any delays or defects in the information or the services or circumstances beyond .

10. Delivery of Services:

The Services shall be provided through the logged in section of this Website and/or any other communication channels as may be updated. You consent to receiving relevant communication through various channels from Experian including for any change in Credit information or renewal of any Services.

Experian may contact you regarding any services and /or information including your credit information.

11. Complaints

For any queries or feedback about your Commercial Paid Plan or Consumer Credit Expert Plan you can write to us at or call us on:

Experian Credit Information Company of India Private Limited,
5th Floor, East Wing, Tower 3, Equinox Business Park, LBS Marg,
Kurla (West), Mumbai -400070, India

Call us at 022 6641 9000 (Phone Hours: 10:00 a.m. 6.00 p.m. during working days which exclude public holidays, Saturdays, and Sundays); or

Email us at consumer.support@in.experian.com

12. General

- a) The agreement for any paid services including the Commercial Paid Plan or Consumer Credit Expert Plan as governed by these Terms and Conditions.
- b) The rights granted under these Terms and Conditions are personal in nature. You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.
- c) If a court finds any part of these Terms and Conditions to be invalid such part shall be deleted and the remaining parts of these Terms and Conditions should be unaffected.
- d) If either of us fails to exercise any right or legal remedy available to either you or Experian, any such failure shall not prevent you or Experian from relying on these at a later date.
- e) Headings in these Conditions are for convenience only and shall have no legal meaning or effect.
- f) This Website/s or any other channel is on an "as-is", "as available" basis and Experian expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement.
- g) Experian shall not be liable for any failure to perform any of its obligations under these Terms or provide the Services if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
- h) Force Majeure Event means any event due to any cause beyond the reasonable control of any Party, including, without limitation, unavailability of any communication system, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war, acts of government or acts of third party/ies.
- i) Experian may use third party service providers who may have access to your Information for processing and dispatch of the
- j) Information.
- k) These Terms and Conditions may be amended from time to time by Experian without notice.