

Terms of Use

This myEquifax Agreement and Terms of Use ("Agreement") contains the terms and conditions upon which you may create an account to avail certain services like Full Free Credit Report, Credit Report, Score Simulator etc., "Equifax Services" and also to perform certain actions related to your credit report provided by Equifax Information Services Private Limited ("ECIS") through www.equifax.co.in a website owned and operated by ECIS ("Site") unless otherwise noted. You must accept the terms of this Agreement before you will be permitted to register for an account through this Site. By registering on this Site and submitting your order, you are acknowledging electronic receipt of, and your agreement to be bound by, this Agreement. You also agree to be bound by this Agreement by using the account or taking other actions that indicate acceptance of this Agreement.

1. Providers of the account and the Services. You are creating a myEquifax account ("Account") with ECIS. This Account will allow you to take certain actions related to your ECIS credit report ("Equifax Credit Report") and also avail Equifax Services. ECIS may use service providers and their service providers, to help ECIS perform these actions and fulfill related functions. You acknowledge and agree that ECIS may make additional services available through the Account in the future. ECIS and its respective service providers are collectively referred to in this Agreement as "We," "Us," and "Our." You, the person visiting and utilizing this Site or to create an Account, are referred to as "You" or "Your".

2. Account Creation. To create an Account, You must complete the registration process and verify your identity. We may use information from third-party sources, including your mobile carrier, to verify your identity. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us as applicable. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes. You may register for an Account from this Site only on behalf of Yourself (unless otherwise noted) and by doing so, You acknowledge and agree that it is illegal to order credit information about anyone else. By registering, You further certify that You are eighteen (18) years or older and that all of the information provided incident to Your registration is true, accurate, complete and up to date. You further agree to abide by all of the terms and conditions concerning Your use of the Account. You further acknowledge that you may be required to accept additional Terms of Use to register for, purchase, or use other Equifax products or services that may be offered or available to You after registering for this Account.

3. Using your account. Once You have registered for Your Account, You will be able to login to take certain actions related to Your Equifax Credit Report and also avail Equifax Services offered over the Site.

4. Raising Complaint over Your information/data. You can raise a grievance request by visiting our website www.equifax.co.in. ECIS will initiate the dispute with the relevant credit institution and notify accordingly. Further, You hereby agree that ECIS may suspend any or all of the Equifax, including raising of a grievance request as mentioned above, and upon the happening of the same, ECIS shall not be under any obligation to process Your grievance request from such date of suspension.

5. Changes to the Account, Equifax Services, and Agreement. We may modify the Site or Account (or any portion of the Site or Account). We may amend this Agreement from time-to-time. When We amend this Agreement, We will post the amended Agreement on the Site without any prior written intimation to You. You hereby agree that Your continued use of the Site or Account constitutes Your acceptance of the amended Agreement. You also agree to an amended Agreement if you take other actions that demonstrate You have accepted the amended Agreement.

6. Account availability. An Account may not be offered, applicable or available to You based on residency, age or other eligibility criteria or factors. In the event that an Account is not available at the time of enrollment, You will be notified during the course of the registration process and your registration will not be accepted.

7. Electronic and Telephonic communications. To access your online Account, You must have: a compatible internet browser; an email account and appropriate email software; a personal computer, operating system and connection to the internet, or in the case of any mobile features, a wireless device, software and connection to the internet capable of supporting the foregoing; and sufficient electronic storage capacity on Your computer's hard drive or other data

storage unit or a printer that is capable of printing from Your browser and email software. You further understand and agree that this Agreement will be entered into electronically, and that the following information ("Communications") including Equifax Services will be provided by Us to You by electronic means: this Agreement and any amendments, modifications or supplements to it; any initial, periodic or other disclosures or notices provided in connection with the Account, including without limitation this privacy policy, all regulatory disclosures, and all Communications related to the Account. In furtherance of the foregoing, You expressly consent to receive all Communications regarding Your Account electronically, either by email or by notices posted on the Site and You agree that any requirement that a notice, disclosure, agreement, or other communication be sent to You by Us in writing is satisfied by such Communications. In order to ensure Your continuing access to Your Account, You agree to update Your email address on file whenever Your email address changes. You further agree that we may send You emails. You also expressly consent and agree to be contacted by Us or anyone acting on Our behalf for non-telemarketing purposes at any telephone number You provide to Us or we obtain for you, including wireless telephone numbers. You further agree that We may make this contact by using a predictive dialer or an automatic telephone dialing system, including sending text or mobile messages by such a system, and/or by using an artificial or prerecorded voice. You agree to notify Us promptly if a telephone number You provided to Us is no longer a number at which You may be reached (such as in the event of number reassignment or if you want to revoke your consent to be contacted by telephone). Please note that mobile messaging, text, and data rates may apply and You should consult with Your carrier prior to enabling any mobile feature associated with Your Account. You may request a paper copy of any legally required notice, withdraw Your consent to receive Communications electronically, or change Your email or postal address for receipt of Communications, by calling Our Customer Care Team at #1800 209 3247.

8. Terms for availing Equifax Services. a) You shall submit the duly completed request online form with correct information and the documentary proof, as mentioned in the Site for availing Equifax Services. Equifax reserves its right to reject Your request, if the request/order placed by you is incomplete or the documentary proof submitted by You is insufficient/incomplete in any manner or does not match with the information provided by you in your request form/order. You hereby agree to comply with the KYC requirements as required by ECIS in order to comply with the applicable rules and regulation for providing Equifax Services and specified by ECIS from time to time. b) You hereby agree and acknowledge that if due to the provision of wrong or incomplete information provided by You while placing any requests/order for any Equifax Services in the Site, and consequently if You receive an incorrect Credit Report/Equifax Services, ECIS shall not be responsible for the same and any subsequent request for a Equifax Services shall be treated as a fresh request/order for the Equifax Services and hence the same shall be chargeable accordingly. Further, due to You providing wrong or incomplete information while submitting the request/order for Equifax Services, the Credit Report/ the final deliverable of the applicable Equifax Services so generated may belong to a person other than You and may be sent to such person at Your cost. In such cases, You hereby acknowledge and agree that ECIS shall not be liable to refund any payments made by You in this regard. c) You hereby explicitly agree that all the information contained in the Credit Reports/Equifax Services has been collated by ECIS based on the information provided by its various member banks and credit institutions (Members). Consequently, ECIS shall not be responsible for the accuracy, completeness, and veracity of any and all such information as provided. You also understand that the information is current and up to date to such extent as provided by the Members and is subject to changes and amendments made thereafter and that any information contained herein does not reflect the views of ECIS. ECIS shall not be liable and shall not be required to indemnify You for any loss, damages, claims or expenses incurred by You for any incorrect reports provided due to incorrect information and/or documents provided by You or if for any technical reason, any incorrect report is provided otherwise. Further, You hereby agree that the provision of the Equifax Services shall be limited to the territory of India only. d) ECIS shall not be responsible for any acts or omission of the members or failure of its member to update any information contained in the Credit Reports/Equifax Services. You shall be solely responsible to update the information pertaining to You with the relevant Members with whom You have a relationship with; who has provided information to ECIS based upon which updated information ECIS has been able to update the Equifax Services/ Credit Reports. e) You hereby provide your consent that ECIS shall not be required to seek prior permission from You for updating information that may be reported to ECIS by its Members and ECIS shall not be responsible to verify the correctness/accuracy of the information received from any of its Members. ECIS will be reproducing such information submitted to it by its Members on "AS-IS" basis only. f) ECIS hereby reserves its right to terminate your access to the Account, Equifax Services or any part thereof, at its sole discretion at any time without providing you any prior notice. Further, You hereby agree that ECIS has the right to reject any of your requests for any of the Equifax Services made due to any reason whatsoever and shall not be

required to specify such reason for rejecting the same. Normally, the reasons for rejecting Your requests for any Equifax Services may include but not limited to (i) You providing invalid ID proof and address proof; (ii) You not providing ID or Address proof as requested by Equifax;(iii) Your personal information provided by You does not match with the information available with ECIS;(iv) if You have requested for Equifax Services of a minor etc. ECIS reserves the right to initiate legal proceedings including criminal proceedings against the perpetrators of fraud, money laundering or any other form of wrongdoing in relation to the Equifax Services. g) Indemnification. You hereby explicitly agree to defend, indemnify, and hold harmless ECIS, its officers, directors, employees, agents, licensees, advisors, successors and assigns ("Indemnified Parties") from and against any and all loss, damage, liability, claim, demand, suit, cost and expense (including court costs and reasonable attorney fees) suffered and/or incurred (as the case maybe) by ECIS/Indemnified Parties and/or resulting from: (i) breach committed by You of any the terms and conditions of this Agreement; (ii) claims made against ECIS by third parties including any bank/credit institution arising pursuant to the provision of Equifax Services with respect to the requests/orders and/or any matters incidental thereto.

9. Payment of Fees. a) You shall not be liable to pay any fees if You are availing Full and Free Credit Report, under the Equifax Services, as per the applicable rules and regulations. Other than the above, for all other Equifax Services You hereby agree to pay the applicable fees as notified by ECIS on the Site from time to time. You hereby agree that the fees specified for availing the respective Equifax Services is exclusive of the applicable taxes and the same shall be charged extra to You. You hereby agree to pay the payment gateway/net-banking charges in addition to the fees for availing Equifax Services and the same shall be charged extra and You shall abide by the terms and conditions of the respect payment gateway/net banking operated by such third party for processing your payment through their channels If You request for the delivery of the hard copy of the Credit Report/Equifax Services to you the address, then You hereby agree to bear the cost of the same and it will be charged over and above the Fees applicable for such Equifax Services. b) You shall not cancel any requests/Order once made with Us on the Site and no charges relating to such requests/order shall be refunded. Further, you hereby acknowledge that there may be instances when no output/report, as may be applicable, is generated because the credit information does not exist in our database or the details provided by You were not adequate to access the relevant credit information. In such cases, a "no-hit" report will be generated by Us and provided to You. You hereby agree that a 'no-hit' Credit Information Report may not provide any information. Further, You agree that unless complete information and full payment along with submission of the required documents is made by You, ECIS shall not be obliged to deliver any Equifax Services to You. c) You can make payment of the applicable Fees for availing Equifax Services through Credit Cards or Debit Cards or Net Banking. Any disputes regarding non-payment of the Fees when paid through Credit Cards/Debit Cards/Net Banking, shall be directly settled with the respective banks or institution, which is used by You for payment of Fees. ECIS shall not be responsible for any dispute raised by You with respect to payment of Fee, if the same pertains to the third-party service providers, whom You use for making payment of Fees to Us. d) You hereby represent that the Credit Card or Debit Card or Net banking used by You to make payment herein, is Your own Credit Card or Debit Card or bank account having net banking facility and You have full authority and permission to use the same to make payment herein. e) We will process your request/order for the applicable Equifax Services only upon We realizing the amount from the respective Credit Card/Debit Card payment gateway merchant in full. In the event there is any error in the payment of the full amount through this mode, the relevant request/order shall not be processed. No amounts paid hereunder are refundable unless specifically mentioned. f) If You make payment of Fees against the same request/order twice by default, then You hereby agree that You will email to Us at ecissupport@equifax.com or call #1800 209 3247 or such other number as ECIS may update on its Site (www.equifax.co.in) from time to time and inform Us of the same. You shall provide the relevant reference number from the issuing bank or financial institution providing net banking services or issuing the Credit Card/Debit Card, as the case may be, in order to reverse such duplicate payment. You hereby acknowledge that such reversals shall be made to the same account from which payment was made or the same Credit Card/Debit Card from which payment was made, as the case may be, and ECIS shall make its best and reasonable efforts to credit the refund after the expiry of at least 7 (seven) working days. ECIS shall not be liable in any manner whatsoever for any fraud that may be committed on Your net banking account or Your Credit Card/Debit Card, as the case may be, whether due to loss or theft or otherwise. g) The technology for enabling the payment by way of net banking services or Credit Card/Debit Card could be affected by virus or other malicious, destructive or corrupting code, program etc. This could result in delays in the processing of instructions or failure in the processing of Your requests/orders. ECIS shall not be liable, whether direct or indirect, whether arising out of loss or profit or otherwise arising out of any failure or inability by the

relevant bank or financial institution to honour any customer instruction for whatsoever reason. h) You hereby acknowledge that the Net Banking channel is available only if You have an online banking account with Your bank or financial institution from where the said amount will be directly debited from Your account with Your instructions online and such facility is available only if You hold an account with the banks as may be provided by payment gateway merchant and/or ECIS, from time to time.

10. No Guarantee of Account Availability. Because of the nature of Internet and online communications, this Site or the Account may not perform as intended despite Our efforts, those of Your Internet service provider, and You. We do not guarantee uninterrupted or error free operation of Your Account or this Site. From time-to-time, technical issues may also result in the unavailability of or disruption of certain Account features. In addition, Your use of an Account that is excessive or in a manner not contemplated by this Agreement may also result in an Account not performing as intended despite Our efforts. We will use reasonable efforts to maintain operation of the Site and availability of the Account. If there is a system error or other problem concerning Your Account, You agree to promptly notify Us of the same, We will try to correct the error, but You will not be entitled to any money for any system error of any type.

11. Privacy. By submitting Your order, You acknowledge that We may use and share Your personal information in accordance with this Privacy Policy.

12. Ownership. This Site contains various material and any information which forms the Intellectual Property Rights including but not limited to copyrights, trademarks etc., embedded in it. All right, title and interest (including all copyrights, trademarks and other intellectual property rights) on and related to the Site is owned by ECIS. You may not remove, alter or cover any copyright or other proprietary notices placed on this site or in or on the Account or related materials acquired through this site. We, collectively or individually, retain ownership of all intellectual property rights in the Account and this Site, including without limitation any information, materials, text, graphics, images, logos, site design, and the selection, assembly, and arrangement of the Site ("Content"). The Content may not be copied, distributed, displayed, modified, reproduced, performed, published or reverse engineered in whole or in part without Our prior written permission. Nothing contained herein shall be construed as conferring any license or right, by implication or otherwise, under copyright, trademark or other intellectual property rights.

13. NO WARRANTY. YOU HEREBY ACKNOWLEDGE THAT NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS OR LICENSORS, ("AFFILIATED PERSON(S)") WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, OR ANY OTHER ASPECT OF THE ACCOUNT, CREDIT REPORT, EQUIFAX SERVICES OR SITE OR INFORMATION CONTAINED IN THE ACCOUNT OR EQUIFAX SERVICES OR SITE IN ANY WAY. THE EQUIFAX SERVICES, ACCOUNT AND SITE ARE PROVIDED "AS IS", AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE.

14. TO THE EXTENT APPLICABLE LAW DISALLOWS ANY DISCLAIMERS OR LIMITATIONS IN THIS AGREEMENT, SUCH DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY. NEITHER WE NOR ANY OF OUR AFFILIATED PERSONS WILL BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACTS OR OMISSIONS OF ANY SUCH PERSON IN PREPARING, REPORTING OR DELIVERING THE ACCOUNT, PROVIDING AUTHENTICATION SERVICES, OR IN DOING ANYTHING RELATED THERETO. NEITHER WE NOR THE AFFILIATED PERSONS WILL BE LIABLE TO YOU FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EMOTIONAL DISTRESS DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITIES, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR DATA) IN CONNECTION WITH YOUR USE OF THIS SITE, ANY USE OR RELIANCE UPON INFORMATION FOUND AT THIS SITE OR PROVIDED BY US OR THE ACCOUNT PROVIDED AT THIS SITE OR THROUGH ANY OTHER MEDIUM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. You hereby acknowledge and agree that We shall not be responsible and disclaims all responsibilities for any claim, liability, or any damage resulting from, arising out of, or in any way related to: (a) the use or the inability to use Equifax Services or any services provided on this Site; (b) the cost of procurement of substitute Equifax Services; (c) unauthorized access to or alteration of transmissions or data; (d) any other matter relating to the provision of Equifax Services for underlying transaction; including, without limitation, damages for loss of use, data or profits, arising out of

or in any way connected with the use or performance of the Site, Equifax Services or otherwise, (e) any errors in or omissions from this Site, including but not limited to technical inaccuracies and typographical errors, (f) any third party websites or content therein directly or indirectly accessed through links in this Site, including but not limited to any errors in or omissions therefrom, (g) the unavailability of this Site or any portion thereof, or (h) Your use of any equipment or software in connection with this Site.

17. Governing Law. This Agreement and its enforcement shall be governed by the laws of India.

18. Grievance Redressal. In the event of any claim, dispute or difference arising out of or in relation to these Terms of Use, then such claim, dispute or difference shall be referred to Grievance Redressal Officer over email: ecissupport@equifax.com or the same should be addressed in writing to the below mentioned address: Equifax Credit Information Services Pvt. Ltd., Unit 932, 3rd Floor, Building No 9, Solitaire Corporate Park, Andheri Ghatkopar Link Road, Andheri East, Mumbai 400093 Email: ecissupport@equifax.com Toll Free number: 1-800-209-3247 The Grievance Redressal Officer shall verify the claim/dispute and shall redress the same within thirty (30) days from the date of receipt of the claim/dispute. Even after the expiry of the aforesaid thirty (30) days, if the Grievance Redressal Officer fails to resolve the dispute, then the same shall be referred by You for arbitration to be conducted by a sole arbitrator to be appointed by ECIS; who shall be the presiding arbitrator and the decision and award passed by such arbitrator shall be final and binding. The arbitration proceedings shall be held in Mumbai and shall be conducted in the English language and be governed by the provisions of Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof in force at the relevant time. All costs of such arbitration shall be borne by You. Subject to the terms mentioned in this clause 16 above, any matters which may require the intervention or any determination by a Court, including any appointment of any arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996, whether prior to, or during or after the aforesaid arbitration, shall be subject to the exclusive jurisdiction of the Courts situated in Mumbai.

19. Entire Agreement between Us. This Agreement constitutes the entire agreement between You and Us regarding the Account and information contained on or acquired through this Site or provided by ECIS, including through other linked third-party Internet sites. In the event that this Agreement shall be translated into any language other than English, then the English language version of the Agreement shall control. This Site may contain hyperlinks or other references to third party Internet sites that ECIS does not own or operate. You may be subject to additional terms and conditions that apply when You use third party Internet sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any third-party Internet site and products and ECIS has no responsibility therefore. This Agreement takes effect on Your first use of this Site, and it applies to all persons accessing the Site from Your computer, and to all persons using Your User ID, password or PIN. The headings used in this Agreement are for convenience only and such headings are not to be used in determining the meaning or interpretation of these terms and conditions of use. You agree that this Agreement is not intended to and does not confer any rights on any persons other than Us and You and the third-party beneficiaries referenced in this Section. You shall not assign any of Your rights or obligation or any part of this Agreement to any third party without prior written consent of ECIS. If any provision of this Agreement is held invalid, unenforceable or void by applicable laws, the remaining portions shall continue in full force and effect. Suppliers are third party beneficiaries under this Agreement. You hereby provide your consent and also confer ECIS with the right to use any data and information provided by You on the Site while availing any Equifax Services in any manner including for any purpose stipulated by ECIS, provided that the same shall be valid under applicable laws in India including but not limited to The Information Technology Act, 2000 and Rules framed thereunder from time to time, The Credit Information Companies (Regulation) Act, 2005, and Rules and Regulations framed thereunder ("Applicable Laws"). Further, You hereby provide Your consent for ECIS to use Your mobile number and email address provided by you to send multiple SMS/Email (s) and You may be sent SMS/Email (s) to update status of Your requests/ order for Equifax Services. You hereby acknowledge that by providing Your said mobile number and email address, You have also consented for receiving calls and emails from ECIS, their agents etc. regarding any other ECIS' services not covered hereunder. Neither expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement, which by their terms are intended to survive, and such provisions shall survive the expiration or termination of this Agreement for any reason.