



## **TransUnion Credit Score** **Terms & Conditions**

At Lowell, we believe it should be simple and affordable for you to become debt free. Now you're with us, we're here to support you while you take back control of your debt.

### **WHO WE ARE AND WHAT THIS AGREEMENT DOES**

Lowell is a group of companies that includes Lowell Financial Ltd (company registration number 4558936) ("**LFL**") and Lowell Portfolio I Ltd (company registration number 4857418) ("**LPI**"), both registered in England and Wales at our registered office, Ellington House, 9 Savannah Way, Leeds, LS10 1AB. Both LFL (on the Financial Services Register under firm reference number 730175) and LPI (on the Financial Services Register firm reference number 730071) are authorised and regulated by the Financial Conduct Authority. LPI is a specialist debt purchaser and LFL is a debt collection firm which collects and manages debts on LPI's behalf.

This Mobile App "**the App**" is operated by Lowell Financial Ltd and so "we" and "us" in these terms refers to Lowell Financial Ltd. The TransUnion Credit Score terms and conditions relate to your use of Credit Score (as defined below) and are in addition to the Mobile App terms and conditions which were presented to you when you initially installed the app and remain available within the mobile app.

### **INFORMATION ABOUT THE TRANSUNION CREDIT SCORE SERVICE**

Certain elements of the App (namely the credit score function ("**Credit Score**") are made available to you by TransUnion International UK Limited ("**TransUnion**"). These elements are the "**TransUnion Services**" and if you choose to use the TransUnion Services, we will need to share data collected from you with TransUnion (and any relevant subcontractors and licensors).

**You are not required to use the TransUnion Services if you do not wish to, and if you choose to, you can opt-out at any time by clicking 'opt-out of the credit score service' in the Credit Score section of the App. There is no charge for using the TransUnion Services, no minimum commitment and no charge for opting-out of using the TransUnion Services.**

We will provide you with access to your credit score via the TransUnion Services. We may also, in the future, extend the TransUnion Services to provide you with your credit report. Any credit scores, credit reports and other data, results, flags, reports, documents, specifications outputs and information are provided by TransUnion.

The Credit Score is a facility, which will allow you to make a data subject access request to TransUnion to view your credit score, should you wish to do so. It is not a full data subject access request for all information held by TransUnion about you.



For details of how we use your personal data if you sign up to the credit score feature provided by TransUnion, please see our Credit Score Privacy Notice at [lowell.co.uk/credit-score-privacy-notice](https://lowell.co.uk/credit-score-privacy-notice)

### **Use of the TransUnion Services**

You will be required to successfully pass an authentication process before you may have access to the TransUnion Services. Not all users of the App will successfully pass authentication and neither we nor TransUnion are required to notify you to confirm why you may not have been successfully authenticated. One reason for this may be that, at the time you requested access to TransUnion Services, TransUnion was unable to match your personal details to the correct credit profile in its database.

You must be over 18 years of age and live in the UK, the Channel Islands or the Isle of Man to have access to TransUnion Services.

Use of the Credit Score is for non-commercial information purposes only. Your right to access Credit Score is personal and cannot be transferred to others. You cannot request credit information on behalf of someone else or about someone else.

Credit Score updates every 7 days and will leave a footprint on your TransUnion credit file with every update but this will not be visible to lenders. The request for a Credit Score shall leave a footprint on your credit file, which is not visible to lenders. This will occur without you requesting a Credit Score directly from TransUnion.

If you have a query regarding Credit Score, you can raise this with TransUnion at [transunionstatreport.co.uk/CreditReport/AboutYou](https://transunionstatreport.co.uk/CreditReport/AboutYou) or by emailing [ukconsumer@transunion.com](mailto:ukconsumer@transunion.com). Or you can contact us using any of the methods mentioned in the 'Support for the App and how to tell us about problems' section below.

### **Accuracy of TransUnion Services**

TransUnion shall use its reasonable efforts to verify the accuracy of the information provided as part of the TransUnion Services. However, neither we nor TransUnion can guarantee that it is completely accurate as some of this information comes from other businesses and sources, such as the electoral register, insurance companies and financial institutions. Neither we, TransUnion nor any other third parties used to provide the Credit Score have any control over the content of such information and are not responsible if it turns out to be inaccurate. Please contact TransUnion's Support and Help Desk Service if you have a concern that your information is inaccurate or you can contact TransUnion at [ukconsumer@transunion.com](mailto:ukconsumer@transunion.com). We have no responsibility for the accuracy or completeness of the information provided as part of TransUnion Services nor for the compliance of the TransUnion Services with all applicable laws. TransUnion shall remain fully liable for the compliance of the TransUnion Services with all applicable laws.

### **The TransUnion Services are for guidance only**

Any information provided to you as part of TransUnion Services is provided for guidance and information only. You acknowledge and agree that the fact that you may have a good credit score does not mean that a lender, credit card



company or other provider of financial services products will accept your credit application and they will have their own acceptance criteria for making lending decisions. Also, a credit score does not take into consideration affordability issues which are also considered by financial services and other credit providers.

## **Security**

Your right to access TransUnion Services is a personal right and you must not allow any other person to have access to your account using your username and password. You must keep your username and password confidential.

You should contact us immediately if you believe that there is a security issue associated with your account.

You acknowledge and agree that all intellectual property rights in the TransUnion Services and all aspects of them shall be owned by TransUnion or its licensors.

You acknowledge that:

- downloading your Credit Score (and any associated report) into a pdf format and storing it on your device removes the security protection afforded by the App, which may increase the risk of identity theft, fraud or other disclosure of your personal data; and
- altering the default security settings in respect of any App notifications removes the security protection afforded by the App, which may increase your risk of identity theft, fraud or other disclosure of your personal data.

TransUnion will monitor your Credit Score for changes and may provide us with alerts when there are changes to your Credit Score and any associated report. We may then also provide these alerts to you. You can opt-out of the TransUnion Services by clicking 'opt-out of the credit score service' in the Credit Score section of the App at any time.

## **INFORMATION ABOUT REDRESS, SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

**Support.** If you would like to learn more about the App or have any problems using it please take a look at our support resources at [lowell.co.uk/mobile-app](http://lowell.co.uk/mobile-app) or [lowell.co.uk/help-and-support/faqs](http://lowell.co.uk/help-and-support/faqs). If your query is regarding the TransUnion Services, you can raise queries at [transunionstatreport.co.uk/CreditReport/AboutYou](http://transunionstatreport.co.uk/CreditReport/AboutYou) or by emailing [ukconsumer@transunion.com](mailto:ukconsumer@transunion.com).

**Contacting us.** If the above support links are not able to assist you, or you think the App or the TransUnion Services are faulty or misdescribed, or wish to contact us for any other reason please visit [lowell.co.uk/contact-us/](http://lowell.co.uk/contact-us/) or call us on 0333 556 5550.

**Complaints.** If you wish to make a complaint about the App or any service you have received from us, you can write, email, or call us using the following details: Lowell Financial Ltd, PO Box 1411, Northampton NN2 1BQ. Telephone: 0333 556 5552. Email: [complaintsresolution@lowellgroup.co.uk](mailto:complaintsresolution@lowellgroup.co.uk). If your complaint is



regarding the TransUnion Services you can complain to TransUnion at [transunion.co.uk/legal/consumer-centre#complaints-procedure](https://transunion.co.uk/legal/consumer-centre#complaints-procedure) or by emailing [ukconsumer@transunion.com](mailto:ukconsumer@transunion.com).

If you have complained to us or TransUnion and we have not been able to resolve your complaint, you are entitled to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 or 0300 123 912. [www.financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

You can view a copy of our complaints procedure on our website [lowell.co.uk/complaints-procedure](https://lowell.co.uk/complaints-procedure)

**How we will communicate with you.** If we need to contact you, we will do so by email, telephone, SMS or post, using the contact details you have provided to us.

## **INFORMATION ABOUT THE CONTRACT FOR THE TRANSUNION SERVICES**

### **Right to cancel and Termination**

The TransUnion Services are provided on an ongoing basis. You can choose to cancel the TransUnion Services at any time by clicking the 'opt out of the credit score' button in the Credit Score part of the App.

We and TransUnion reserve the right to suspend or permanently withdraw access to TransUnion Services at any time including (without limitation) if:

- TransUnion ceases to provide the Credit Score to us;
- we or TransUnion reasonably consider that there is or is likely to be a breach of security;
- you are misusing TransUnion Services (meaning use of the TransUnion Services in a way which is not permitted or is fraudulent); and/or
- or the use of TransUnion Services is in any way detrimental to us or TransUnion.



### **Changes to these terms**

We may need to change these terms to reflect changes in law, regulation or best practice, or to deal with additional features which we introduce.

We will give you notice of any change by notifying you when you next start the App, or by SMS or email. Information will also be available at [lowell.co.uk/mobile-app](https://lowell.co.uk/mobile-app)

If you do not accept the notified changes you will not be permitted to continue to use the App or the TransUnion Service.

### **If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Even if we delay in enforcing the contract, we can still enforce it later**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **Which laws apply to this contract and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

### **Language**

These terms will be provided to you in a durable medium in the English language and the TransUnion Services and any communications shall be made in English.

### **Updates**

From time to time we may automatically update the App and change the Transunion Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Sometimes we may ask you to download the latest version of the App to make these updates available to you.

If you choose not to install such updates or if you opt-out of automatic updates, you may not be able to continue using the App or the TransUnion Services.

