

Experian GmbH

Infoscore Consumer Data GmbH

Disclaimer for the Product Sheets

Contents

Background and Purpose 3
Use of This Document 3
Introduction 3
Disclaimer for Experian Software Solutions 4
Notice on Responsibility for Use of the Output 4
Disclaimer for ICD Services 5
Contact 6
Disclaimer 7

Background and Purpose

This document contains approved notices and standard wording for Product Sheets relating to products and services provided by Experian GmbH and infoscore Consumer Data GmbH (ICD). It explains the framework for using the product information and the products and Outputs described.

Use of This Document

This document is intended for Experian customers and the persons who use it for customer communications.

The Product Sheets describe the functions and possible uses of the respective products. They do not, by themselves, grant any rights of use or amend any contractually agreed services.

Introduction

The products and Outputs described in the Product Sheets may be used solely within the agreed scope and for the respective agreed purpose. For ICD services, the product-specific purposes of use and notices in the ICD information sheet must also be observed; all use must comply with applicable legal requirements.

Disclaimer for Experian Software Solutions

Notice on Responsibility for Use of the Output

Disclaimer for Product Sheets Relating to Software Solutions Provided by Experian GmbH (“Experian”)

Notice on Responsibility for Use of the Output

Experian provides the Customer, as processor and service provider, with a software solution under the Product that enables the Customer, on the basis of data provided by the Customer and configuration specified by the Customer, to generate information, assessment results, indicators and/or probability values (“Output”). The Output is intended solely to support the Customer’s own reviews and decisions. In particular, Experian does not make decisions concerning data subjects about whether to establish, perform or terminate a contractual relationship and does not recommend any particular decision.

The Customer is responsible under data protection law for the decision made with respect to the data subject and for the specific use of the Output and its integration into the Customer’s decision-making process; the Customer may use the Output solely for the contractually agreed purpose.

As a rule, the Output must not be the sole or decisive basis for a decision that produces legal effects concerning a data subject or similarly significantly affects them. To this end, the Customer must ensure that a genuine human review is carried out by suitably qualified persons who are authorised and able to assess the Output independently, taking account of other relevant circumstances, and to depart from it; a merely formal confirmation of the Output is insufficient for this purpose.

The Output may be integrated into an automated decision-making process only if this has been expressly agreed between Experian and the Customer, an exception under Article 22(2) GDPR (for example, the data subject’s valid consent) applies, and the Customer ensures the safeguards required by law, in particular under Article 22(3) GDPR.

This notice summarises key requirements for using the Output. It is not exhaustive, does not constitute legal advice and does not replace the Customer’s own legal assessment. The Customer remains responsible for fulfilling all statutory obligations applicable to it as controller. This notice supplements the contractual agreements between Experian and the Customer, including the data processing agreement; in the event of a conflict, those agreements shall prevail. Mandatory statutory obligations of Experian and the rights of data subjects remain unaffected.

Disclaimer for ICD Services

Notice on Responsibility for Use of the Output

ICD provides the Customer, under the Product, with information, assessment results, indicators and/or probability values ("Output") solely to support the Customer's own reviews and decisions. The Output contains a statement, based on the data available at the time of the enquiry, regarding the probability of fulfilment and may also be used as part of a creditworthiness assessment. In particular, Experian does not make decisions concerning data subjects about whether to establish, perform or terminate a contractual relationship and does not recommend any particular decision.

The Customer is responsible under data protection law for the decision made with respect to the data subject and for the specific use of the Output and its integration into the Customer's decision-making process. The Customer may use the Output solely for the contractually agreed purpose, namely the purposes set out in section 2 of the Article 14 GDPR information sheet (available at: https://www.experian.de/icd-infoblatt). ICD's own responsibility under data protection law for processing the data and for creating and transmitting the Output remains unaffected.

As a rule, the Output must not be the sole or decisive basis for a decision that produces legal effects concerning a data subject or similarly significantly affects them.

The Output may be integrated into an automated decision-making process only if this has been expressly agreed between Experian and the Customer, Experian has previously validated the Customer's decision-making process in question, an exception under Article 22(2) GDPR applies (for example, the data subject's valid consent or, where the Output is provided as a probability value under Section 37a of the German Federal Data Protection Act (BDSG), the requirements of that provision are met), and the Customer ensures the safeguards required by law, in particular under Article 22(3) GDPR. Experian's validation does not release the Customer from responsibility for its own decision-making process.

This notice summarises key requirements for using the Output. It is not exhaustive, does not constitute legal advice and does not replace the Customer's own legal assessment. The Customer remains responsible for fulfilling all statutory obligations applicable to it in connection with use of the Output. This notice supplements the contractual agreements between Experian and the Customer; in the event of a conflict, those agreements shall prevail. Mandatory statutory obligations of Experian and the rights of data subjects remain unaffected.

Contact

The Experian team will be happy to assist with any questions.

Please contact your usual Key Account Manager or the Legal & Compliance team at dach-bdn-recht (at) experian.com.

Experian GmbH
Rheinstraße 99
76532 Baden-Baden
www.experian.de

Disclaimer

This document is protected by copyright and is provided in its approved version with the classification “Public”. Experian customers may reproduce and make it available solely for the contractually agreed integration of the Open Banking Services, internal implementation and provision to end customers, provided that its content and version information remain unchanged.

Customer-specific information may be added only in the designated places. Any other modification, abridgement, translation or use outside the intended contractual and product purpose requires the prior written approval of Experian GmbH.

This document reflects the API and AISP service model described herein. Changes to the technical customer journey, selected modules, allocation of roles, service providers used, country, language or legal requirements may necessitate an update. The current version approved by Experian Ireland must always be used.

The product provider remains responsible for proper technical integration, the accuracy of the journey-specific information it adds, and its own privacy and consumer notices. Company and product names mentioned in this publication may be protected trademarks of their respective owners.