

# One Technologies, LLC – Terms & Conditions

***Last Updated: October 18, 2023***

Welcome to this website, which offers one or more products. These products are offered at several web addresses, or URLs, such as FreeScoreOnline.com, FreeScore360.com, ScoreSense.com, NationalCreditReport.com, and others. Those URLs, individually and collectively, are referred to in these Terms and Conditions as the “Sites.” We use the terms “you” and “your” to include any person who accesses the Sites, obtains Materials (defined below), or purchases, acquires, or uses any Product offered on the Sites for any amount of time. We use the terms “we,” “us,” and “our” to refer to One Technologies, LLC (the “Company”), our employees, members, officers, partners, affiliated entities, representatives, attorneys, and agents. The companies that provide the Materials to us or to you include, but are not necessarily limited to, CSIdentity Corporation (“CSID”); Experian Information Solutions, Inc.; Equifax Information Services, LLC; and TransUnion Interactive, LLC (all such companies that provide Materials and Products to you on our behalf are referred to collectively in this Agreement as the “Providers”). We use the term “Materials” to mean any data or information about you that we provide to you on any web page, email, text message, instant message, app notification, push notification, or printed page, including full and partial reports and summary alerts, as full or partial fulfillment of the Products.

## **1. This is a Binding Agreement**

These Terms and Conditions are a binding legal agreement between you and us and govern your access to the Sites and your purchase and use of the Products. **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

## **2. Arbitration**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES, OR CONTROVERSIES BETWEEN YOU AND US (INCLUDING OUR RESPECTIVE PARENT, AFFILIATED, SUBSIDIARY, OR RELATED ENTITIES) OR OUR PROVIDERS (INCLUDING BUT NOT LIMITED TO EXPERIAN INFORMATION SOLUTIONS, INC., CSIDENTITY CORPORATION, AND TRANSUNION INTERACTIVE, INC.), INCLUDING BUT NOT LIMITED TO TORT AND CONTRACT CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDER, ORDINANCE, OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY ANY COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT, AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE**

**FEDERAL ARBITRATION ACT (“FAA”). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. Except where expressly prohibited by law (in which instance any claim or cause of action shall be commenced within the shortest time period allowable under applicable law), you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Sites or the Products, or related to these Terms and Conditions, must be filed within one year after such claim or cause of action arose or be forever barred.**

### **3. Important Notice – Your Written Instructions Under the Fair Credit Reporting Act**

The Materials may include information from your personal credit profile from Experian, Equifax, and TransUnion (collectively, the “CRA Repositories”). You understand that by submitting your order, you are providing “written instructions” in accordance with the Fair Credit Reporting Act (“FCRA”) as amended, to the Company and the Providers, authorizing the Company and Providers to obtain information from your personal credit profile from the CRA Repositories and provide such information to you for your own use. You also authorize the Company and Providers to access, retain, and utilize your personal credit profile from the CRA Repositories to verify your identity, provide you with an optimized product experience, perform statistical analysis, aggregate our data with other users’ data and publish the results in a way that cannot be linked back to you, present offers for products and services that may be available from the Company, the Providers, or unaffiliated third parties, and provide you with credit monitoring, reporting, and scoring products.

### **4. The Products**

The Products consist of the products described on the Sites and include, but are not limited to, all products provided on a recurring, paid subscription basis ("Subscription Products"), or as a one-time transaction ("Transactional Products"). You acknowledge and agree that the Company obtains the Materials from the Providers. The Materials are intended to furnish you with information that you may not otherwise have readily available to you, but should not be relied upon for important personal and financial decisions. You should consult your own professional adviser for specific advice tailored to your personal situation. **YOU AGREE THAT THE COMPANY AND THE PROVIDERS HAVE NO LIABILITY FOR ANY INFORMATION (ACCURATE OR INACCURATE, COMPLETE OR INCOMPLETE) IN THE MATERIALS OR ANY REPORTS PROVIDED TO YOU AS PART OF THE PRODUCTS.** You further acknowledge and agree that any credit scores provided to you as part of the Products are not FICO scores. Although the Products are available to consumers in all 50 states and Puerto Rico, the Products may not provide data for all locations. If you enroll in a Subscription Product, you must ensure that it provides the information you desire for the location you desire during the applicable free trial period. If it does not, you may cancel such Subscription Product during the free trial period, if applicable, without charge. We reserve the right to impose quantity limits on free trials of our Products.

When you provide your phone number during enrollment in the Product, you are authorizing us to call you about your Product subscription, including to obtain valid or updated billing

information. Additionally, you authorize us to call you to offer you an opportunity to re-enroll in Products.

Your enrollment may also include access to mobile text messages (“Texts”) relating to the Products, including alerts. By receiving or using these Texts, you agree to the [Text Terms of Use](#). Message and data rates may apply. Such charges include those from your mobile service provider.

## **5. How to Cancel Your Enrollment in Subscription Products**

You may terminate your enrollment in Subscription Products by calling us at the toll-free number that appears on the applicable Site, during the following hours:

Monday through Friday, 8AM to 8PM CT

Saturday, 8AM to 5PM CT

Sunday, Noon to 6PM CT

If you do not have access to a phone, you may terminate by writing to us at 8144 Walnut Hill Ln, Suite 600, Dallas, TX 75231, and requesting termination. In some instances, you may cancel via the online chat functionality during our standard customer care hours listed above. **YOU MAY NOT CANCEL VIA AN EMAIL TO US.** We do not provide prorated refunds. If you cancel your subscription, you will continue to have access to the Product through your member portal until the end of your current paid monthly membership period. If you cancel your subscription during a trial period, your access to your member portal may end immediately.

California and Colorado Customers: California and Colorado customers who enroll in our Products may cancel by calling us, during our standard call center hours listed above, or cancelling online through their member portal.

## **6. Purchases of Transactional Products are Final**

Transactional Products typically involve an order process associated with your request to purchase and receive a specific product and/or service, including, but not limited to, your credit report(s) and credit score(s) from the Providers. We will not issue a refund to you for any Transactional Products that allow you to access your credit report(s) and/or credit score(s) following the completion of your transaction.

## **7. Our Policy Regarding Children**

By using the Sites or purchasing or using the Products, you certify that (i) you are over 18 years of age and old enough to legally enter into a contract in your jurisdiction of residence, and (ii) you have the legal capacity and authority to enter into a contract. You must be at least 18 to access or enroll in any of the Products through the Sites. The Sites are not intended for the use of children, and we do not intend to collect information about children through the Sites.

## **8. In Order to Use the Sites and the Products:**

- You must provide valid debit or credit card payment information at the time of enrollment in Subscription Products, or at the time of purchase of Transactional Products. We will verify your debit or credit card information before processing your

order, including performing an authorization in an amount up to the stated monthly membership fee for all Subscription Products, and/or all fees associated with the purchase of Transaction Products. The authorization amount may count against your debit or credit limit. For Subscription Products that include a free trial period, if you do not cancel your free trial within the free trial period, you will be charged at the monthly rate in effect at that time for the Subscription Products for which you enrolled. Your debit or credit card (including, if applicable, as automatically updated by your card provider following expiration or change in account number) will continue to be charged each month at the applicable monthly rate unless and until you cancel the Subscription Products. IF THE PRODUCTS YOU CHOOSE INCLUDE A FREE TRIAL PERIOD, YOUR FREE TRIAL PERIOD IS MEASURED IN 24-HOUR DAYS. FOR EXAMPLE, IF YOU SIGN UP FOR A 7-DAY FREE TRIAL PERIOD AT 10:00 A.M. ON OCTOBER 1, 2023, YOUR FREE TRIAL PERIOD WILL EXPIRE AT 9:59 A.M. ON OCTOBER 8, 2023.

- You may be required to provide your social security number and other personal information, such as previous addresses, employment, and other names, so that your identity can be verified in order to use some Products.
- You must provide true, accurate, and complete information about yourself as prompted by the applicable form(s) for the Products to promptly update your information if and when it changes. If you provide any information that is untrue, inaccurate, or incomplete, or we have reason to believe that such information is untrue, inaccurate, or incomplete, we reserve the right to terminate your subscription or void your transaction.
- You agree not to impersonate another person or to select a user name or password of another person. You agree to notify us promptly of any unauthorized use of your account and of any loss, theft, or disclosure of your password.
- You understand and confirm that the Product is for use by United States residents and/or persons located in the United States with a valid Social Security Number.
- You agree that your access to the Sites and Product will be for your own use as a United States resident, and as such, we collect your information and deliver the Product to you in accordance with the laws of the United States.

## **9. Important Information Regarding Your Authorization to Charge Your Credit or Debit Card**

BY SUBMITTING YOUR ORDER, YOU AUTHORIZE US TO CHARGE YOUR CREDIT CARD OR DEBIT YOUR BANK ACCOUNT THE STATED ENROLLMENT OR TRANSACTION AMOUNT AND/OR PROCESSING FEES, AND FOR SUBSCRIPTION PRODUCTS ONLY, THE STATED AMOUNT PER MONTH AFTER YOUR FREE TRIAL HAS EXPIRED. Your enrollment in Subscription Products will continue month to month unless and until you cancel, or we terminate your enrollment. If you purchase additional Products, they will be billed to the debit or credit card provided to us during enrollment.

## **10. Privacy Policy**

By using any of the Sites or purchasing any of the Products, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy. Our Privacy Policy can be found by clicking on the Privacy Policy link at the bottom of any page of the Sites.

## **11. Copyright and Trademark Notices**

You acknowledge that the Sites and other forms of communication, including, but not limited to, electronic mail and direct mail, contain information, software, photos, video, text, graphics, music, sounds, or other material (collectively, "Content") are protected by copyrights, patents, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereafter developed. All Content is copyrighted under U.S. copyright laws. The Products' names and logos are our service marks. All other service marks and trademarks appearing on the Sites are the trademarks of their respective owners. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any Content in whole or in part.

## **12. We Reserve the Right to Terminate Your Subscription**

We reserve the right to terminate your membership or access to the Products at any time without notice, for any reason, including, but not limited to, (i) breach of these Terms and Conditions by you or anyone using your account; (ii) nonpayment for the Products or expiration of your subscription period; (iii) conduct we believe is harmful to the Products' users, the business of the Company, or the Company's affiliates; (iv) those reasons otherwise described in these Terms and Conditions; or (v) any other circumstances that we determine, in our sole discretion, merit termination. Any such termination may be without any refund to you of advance payments. You agree that we will not be liable to you or to any third party for any termination of your membership or termination of your access to the Products.

## **13. Sending and Receiving Information Over the Internet**

You understand and agree that no data transmitted over the Internet can be guaranteed to be 100% secure and we cannot guarantee that any personal information you submit or access will be free from unauthorized third-party intrusion. You understand and agree that all actions you take in submitting or accessing information through the Sites or the Products are at your own risk and are subject to these Terms and Conditions, including, but not limited to, the "DISCLAIMER OF WARRANTIES" and "LIMITATION OF LIABILITY" sections set forth below.

## **14. Your Username and Password**

While enrolling in any Products, you will designate an email address as your username, and a password. In addition, from time to time we may require you to reset your password. You understand and agree that the username and password are only granted to the individual accepting these Terms and Conditions. Only one individual membership account may be established per unique email address. You are responsible for maintaining the confidentiality of your username and password, and are responsible for all activities that occur under your username and password, whether or not authorized by you. You agree to notify us immediately of any unauthorized use of your username, password, or account, or any other

breach of security. We will not be liable for any loss or damage arising from your failure to protect your password or account information. In addition, we will not be liable for actions taken by others who access your account.

## **15. Changes to Prices and Terms and Discontinuance of Service**

If you enroll in Subscription Products, you agree to pay all charges at the effective monthly price. If you purchase Transactional Products, you agree to pay the price in effect at the time of such purchase. In certain jurisdictions sales tax at state and local rates may apply, in which case you may be charged the applicable taxes in addition to the monthly fee and/or the price of the product.

We reserve the right to accept or decline some forms of payment, including, but not limited to, "pre-paid" or "re-loadable" credit/debit cards.

We reserve the right to change prices or to institute new charges for the Products, or any portion thereof, at any time. If after unsuccessfully attempting to bill you for the Products at the agreed upon price, we may attempt to bill you at a lower subscription price. If successful, you agree to be charged each month at the new subscription price until you cancel your membership. Price changes and new charges will apply to subsequent subscription periods for current paid subscribers immediately on the effective date of the change and to all new Subscription Products users from such effective date forward. We reserve the right at any time to modify, suspend, or discontinue the Sites and the Products, or any part, version, or feature thereof, in our sole discretion without prior notice to you. We will use reasonable efforts to notify you of any such material modifications to, or suspensions or discontinuations of, the Sites or the Products, including by posting a notice on the applicable Site. We may also, but are not required to, provide you notice by sending an email message to the current email address listed in your subscription. We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Sites or the Products, or for any failure to notify you of same. If you have a paid subscription to the Products and we modify, suspend, or discontinue the Products due to no action on your part, when applicable, we may provide a prorated refund of advance payments made. Your continued use of the Products or of the Sites, or your failure to terminate your subscription after any such changes, modifications, or charges have been made to the Sites and/or Products, will constitute your acceptance of those changes, modifications, and charges. In the event that you fail to or otherwise do not update your email address with us, and we are unable to deliver email messages and notifications to you, you nonetheless understand and agree that any paid Product will be fulfilled at the current monthly price.

## **16. Prohibited Acts**

By using the Sites or the Products, you agree that you will not engage in any conduct that:

- interferes with or disrupts the Sites or the Products
- intentionally or unintentionally violates any applicable local, state, national, or international law
- could subject the Company or the Providers to any legal liability, whether in tort or otherwise



- would violate or attempt to violate our systems or network security
- would abuse the Products or the Sites

In addition, by using the Sites or the Products you agree to comply with all laws, ordinances, rules, regulations, and requirements imposed by applicable governments and regulatory agencies regarding your use of the Products and the Sites. You may not reproduce, duplicate, copy, sell, resell, or exploit any part of the Products or the Sites.

## **17. Our Trademarks, Service Marks, and Trade Dress**

You are not authorized to use our trademarks, service marks, or trade dress, and you agree not to display or use them in any manner. The Sites and the Products are intended for your personal, non-commercial use only.

## **18. We Will Cooperate with Law Enforcement Authorities and the Courts**

We have no obligation to monitor your use of the Sites or the Products. You agree, however, that we retain the right to monitor your use of the Sites and the Products and to disclose any information as necessary or appropriate to satisfy any law, regulation, or governmental request, to operate the Sites and the Products properly, to ensure your compliance with these Terms and Conditions, and to protect us, our affiliates, the Providers, and the general public. We reserve the right, and you hereby authorize us, to cooperate with law enforcement authorities, including, but not limited to, complying with warrants, court orders, and subpoenas. We also reserve the right, and you hereby authorize us, to comply with any civil court orders and subpoenas. In addition, if we decide to investigate or resolve possible misuse by you involving the Sites or the Products, you authorize us to disclose to law enforcement or other government officials any information about you in our possession in connection with your use of the Sites or the Products. We may take the actions described above without giving notice to you.

## **19. Important Information Regarding Identity Report and Family Safety**

You acknowledge and agree as follows:

- Identity Report and Family Safety products are Transactional Products and are only available with paid three bureau report and score Subscription Products. If you choose to downgrade into monitoring only Subscription Products, you will no longer have access to any Identity Report and Family Safety products previously purchased.
- All the data and information (the "Data") contained in the Identity Report and Family Safety sections is provided by CSID, a third-party Provider, who in turn obtains it, directly or indirectly, from governmental websites and other non-government sources.
- It is possible that information accessed or obtained through the Sites may not reflect current residences, employment, school attendance, or other information regarding registered sexual offenders, and you agree that it is incumbent upon you to verify the accuracy of any Data provided to you. You may do so by checking the applicable state governmental website. With regard to someone identified as a registered sexual offender, you agree that you will contact the responsible state agency and/or the local law enforcement agency where the offender resides, works, or attends school, as applicable, before accepting any such information as valid. If you believe that any

portion of the Data is not accurate, you will communicate with the appropriate state agency.

- You will not use the Data or information contained in, or accessed through, this website to threaten, intimidate, or harass any individual, and if you do, you acknowledge that you may be subject to criminal prosecution or civil liability under federal and/or state law.
- You acknowledge and agree that mistakes can and do occur in the Data and in the information gathered from governmental websites.
- The Company provides no guaranty, warranty, or representation as to the accuracy, timeliness, or completeness of the Data.
- The Providers may cease business operations, file bankruptcy, or cease providing Data to the Company at any time, over which the Company has no control, and for which you agree the Company has no responsibility.
- The Company has no responsibility or liability for damages of any kind resulting from your use of the Data.

## **20. Important Information Regarding ScoreCast™ and ScoreTracker™**

The ScoreCast feature within the Sites is powered by the Providers. Interactive tools are made available to you as self-help tools for your independent, personal use. We do not represent or guarantee their accuracy or their applicability to your circumstances, or that they will help you raise your credit scores, establish or rebuild good credit, or improve your credit record, credit history, or credit rating. You acknowledge and agree to all of the following regarding ScoreCast ("SC") and ScoreTracker ("ST"):

- The credit scores provided to you are not FICO scores.
- Neither SC nor ST provide any guaranty of any specific scores but are only simulations to demonstrate how certain actions by you might affect your credit scores.
- Neither SC nor ST provide any guaranty that any action by you will have any effect on your credit scores.
- Both SC and ST show the possible effects of a single variable on your credit scores, whereas your actual credit scores are determined by factoring in multiple variables simultaneously.
- Neither SC nor ST factor in the recalibration of scoring systems by the entities that create or use the scoring systems.
- Neither SC nor ST factor in the effect of data discrepancies or changes that may occur to the data used to determine your actual credit scores, due to circumstances beyond your control.

## **21. Important Information Regarding CreditCompass™**

Some Products may include access to CreditCompass, a TransUnion product feature. The CreditCompass feature within the Sites is powered by VantageScore based on your



TransUnion credit data. The recommendations provided in the CreditCompass product are personalized to your profile and based on millions of real credit experiences. Depending on your goal, personal credit profile, and your credit behavior, it may take up to 2 years (and sometimes longer) to reach your credit goal.

## **21. Important Information Regarding Indemnity**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR PROVIDERS, THE CRA REPOSITORIES, AND THE CRA REPOSITORIES' OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATED ENTITIES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN ANY WAY ARISING FROM, OR RELATED TO, (I) A VIOLATION BY YOU OF THESE TERMS AND CONDITIONS, OR (II) ANY ACTIVITY RELATED TO THE USE OR MISUSE OF THE SITES OR THE PRODUCTS BY YOU OR BY ANY OTHER PERSON ACCESSING THE SITES OR THE PRODUCTS USING YOUR ACCOUNT. WE AND OUR PROVIDERS RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY INDEMNIFIED MATTER AT YOUR EXPENSE AND DOING SO WILL NOT EXCUSE YOUR INDEMNITY OBLIGATIONS.

## **22. Important Information Regarding Disclaimer of Warranties and Limitations of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND THE PRODUCTS IS AT YOUR SOLE RISK. ALL PRODUCTS AND MATERIALS (AND THE INFORMATION CONTAINED THEREIN) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, OUR PROVIDERS, AND THE CRA REPOSITORIES EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND INFORMATIONAL CONTENT. THE INFORMATION CONTAINED ON THE SITES OR VIA THE PRODUCTS, INCLUDING THE MATERIALS, DOES NOT CONSTITUTE LEGAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE. WE, OUR PROVIDERS, AND THE CRA REPOSITORIES MAKE NO WARRANTY OR REPRESENTATION THAT (I) THE SITES, THE PRODUCTS (AND THE INFORMATION CONTAINED THEREIN OR TRANSMITTED THEREBY), OR THE MATERIALS ARE ACCURATE, ERROR-FREE, COMPLETE, OR VALID, (II) THE PRODUCTS OR THE MATERIALS WILL BE DELIVERED IN A TIMELY FASHION, (III) THE PRODUCTS OR MATERIALS WILL BE DELIVERED ON AN UNINTERRUPTED BASIS OR BE ERROR-FREE, AND (IV) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THE MATERIALS WILL BE RELIABLE. THEREFORE, YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE PRODUCTS AND THE MATERIALS IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT WE, OUR PROVIDERS, AND THE CRA REPOSITORIES WILL NOT BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, MULTIPLIED, ADDITIONAL, STATUTORY, OR EXEMPLARY DAMAGES RESULTING FROM, OR IN ANY WAY CONNECTED TO, YOUR ACCESS TO, USE, OR INABILITY TO USE THE SITES OR THE PRODUCTS, EVEN IF WE, OUR

PROVIDERS, OR THE CRA REPOSITORIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT. SOME JURISDICTIONS EITHER DO NOT ALLOW, OR PLACE RESTRICTIONS UPON, THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON THE COMPANY OR ANY PROVIDER OR ANY CRA REPOSITORY, THEN YOU AGREE THAT THE COMPANY'S, THE APPLICABLE PROVIDER'S, OR THE APPLICABLE CRA REPOSITORIES' TOTAL LIABILITY TO YOU FOR ANY OR ALL OF YOUR LOSSES OR INJURIES FROM THE COMPANY'S, THE APPLICABLE PROVIDER'S, OR THE APPLICABLE CRA REPOSITORIES' ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCTS FOR THE ONE MONTH PRIOR TO THE DATE ON WHICH YOUR CLAIM AROSE, OR U.S. \$30.00, WHICHEVER IS LESS.

### **23. Applicable Law and Location of Any Disputes**

These Terms and Conditions and all issues collateral thereto are governed by, and will be construed in accordance with, the laws of the State of Texas, U.S.A., without regard to its choice of law rules, and regardless of your actual place of residence. This Agreement is to be performed in Dallas, Dallas County, Texas, and any arbitration, suit, action, or other legal proceeding arising out of, or related to, these Terms and Conditions, the Sites, the Materials, or the Products or any issues collateral thereto must be brought in Dallas, Texas. You expressly waive any objection that you may have to the venue of any such arbitration, suit, action, or proceeding in Dallas, Texas, and waive any right that you may have to assert forum non conveniens in any such arbitration, suit, action, or proceeding.

### **24. Offers from Third Parties**

While you are on the Sites, or otherwise in connection with, or arising out of, your purchase of or viewing of our Products, you may receive offers from third parties that are unrelated to the Company. You do not have to accept those offers to enroll in any of the Products or to use or accept the Products. However, if you do accept any third-party offers, or visit any websites regarding such offers, you do so subject to the Terms and Conditions (sometimes also referred to as Terms of Use or Terms of Site) and the Privacy Policies of those offers and sites. You acknowledge and agree that the Company has no control over, or responsibility or liability for, any offer, statement, or representation by, or any other matter connected to or associated with, such third-party offers or websites.

### **25. How We May Contact You**

We may communicate with and to you by email sent to the email address that you entered on a Site. You agree that all such notices and other communications that we provide to you via email satisfy any legal requirement that such communications be in writing.

In the event that you do not update your email address on file with us, or mark a transactional email from us as spam, and therefore we are unable to deliver email messages to you, you will be required to log into your membership portal to view any alerts and account

related messages. When you provide your email address to us, you are also agreeing to receive marketing messages and offers that may interest you. You may unsubscribe and stop receiving these messages at any time. However, please note that you may not unsubscribe from transactional messages, including credit monitoring alerts that are features of the Products you have purchased.

## **26. FCRA Disclosures**

YOU UNDERSTAND THAT IT MAY BE A VIOLATION OF FEDERAL AND/OR STATE LAW FOR YOU TO OBTAIN A CREDIT REPORT ON ANY PERSON OTHER THAN YOURSELF, AND THAT UNDER THE FCRA, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN TWO YEARS, OR BOTH. The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from consumer reporting agencies for a reasonable charge. A full disclosure of information in your file at the three national credit repositories must be obtained directly from the repositories by contacting:

Experian: 1-888-397-3742

Equifax: 1-800-685-1111

TransUnion: 1-800-916-8800

The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer reporting agency free of charge under the following circumstances:

- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification.
- You are a recipient of public welfare assistance.
- You have reason to believe that your file at the consumer reporting agency contains inaccurate information due to fraud.
- You have been denied credit, insurance, or employment within the past 60 days as a result of your consumer report.

The FCRA also permits consumers to dispute inaccurate information in their consumer report without charge. Accurate information cannot be changed. You do not have to purchase your consumer report from the Sites to dispute inaccurate or incomplete information in your credit file maintained by the CRA Repositories.

The FCRA allows consumers to get one free comprehensive disclosure of all the information in their credit file from each of the Repositories once every 12 months through a central source. Although comprehensive, the credit reports from each of the Repositories that are available through the Sites may not have the same information as a credit report obtained directly from the Repositories or through the central source. To request your free annual report under the FCRA, you must go to [www.annualcreditreport.com](http://www.annualcreditreport.com) or call 1-877-322-8228. Credit reports available through the Sites are not related to the free FCRA disclosure that you are, or may be, entitled to.

The credit report you are requesting from the Company through the Sites is not intended to constitute the disclosure of Experian, Equifax, or TransUnion information required by the FCRA or similar state laws. Consumers may have additional rights to receive free or reduced-cost credit reports based on applicable state law.

[Click here for a full text of your summary of rights.](#)

## **27. IMPORTANT INFORMATION ABOUT VANTAGESCORE:**

VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian®, TransUnion®, and Equifax®. VantageScore 3.0 is used by some, but not all, lenders. Please consider that lenders are likely to use a different credit score model when evaluating your creditworthiness. Higher scores represent a greater likelihood that you will pay back your debts, so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax, that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So, your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day to day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. (Your VantageScore 3.0 may differ from your score under other types of VantageScores.) Just remember that your associated risk level is often the same even if the number is not. For some consumers however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

## **28. Not a Credit Repair Organization or Contract**

We may offer access to your credit report and other credit information through one or more of the Products. Neither we nor the Providers are credit repair organizations, and neither we nor the Providers are offering to sell, provide, or perform any service to you for the express or implied purpose of either improving your credit record, credit history, or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history, or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the credit reports, the Sites, or the Products in order to do so. Accurate adverse information in your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant Repository and follow the appropriate procedures for notifying the Repository that you believe your credit report contains an inaccuracy. Any information provided to you

regarding the procedures followed by the various Repositories related to the removal of inaccurate, non-fraudulent information is available for free.

## **29. Miscellaneous Terms**

These Terms and Conditions constitute the entire agreement between you and us relating to the Sites and the Products and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Sites and the Products and any other subject matter covered by these Terms and Conditions. Our failure to exercise or enforce any right under, or provision of, these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions will remain in full force and effect. You may not assign these Terms and Conditions or any of your rights or obligations under the Terms and Conditions. These Terms and Conditions may be assigned by us and will inure to the benefit of our successors, assignees, and licensees. The section titles and headings in these Terms and Conditions are for convenience only and have no legal or contractual effect. All of the Company's Providers are third-party beneficiaries with respect to the provisions in these Terms and Conditions that reference them. All provisions in these Terms and Conditions that, by their nature, would survive termination or expiration of your access to the Sites or the Products subscription (including, but not limited to, those related to limits on our and our Providers' liability, your liability to us and our Providers, investigations, applicable law and venue, and our right to remove and discard your content from the Products) will survive such termination or expiration. In the event of cancellation, termination, or cessation for any reason of your membership in any of the Products, the introductory paragraph of this Agreement, sections 1-5, and 17-29 of these Terms and Conditions will survive. In the event of a conflict between any other notice, policy, disclaimer, or other term contained in this website, these Terms and Conditions will control. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions.