

One Technologies, LLC – Terms & Conditions

Last Updated: June 28, 2018

Welcome to this website, which offers one or more products and services. These products and services 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 or service offered on the Sites (“product(s)” and “service(s)” collectively referred to as the “Services”) for any amount of time. We use the terms “we,” “us,” and “our” to refer to One Technologies, LLC (the “Company”), which operates the Sites; our employees, members, officers, partners, affiliated entities, representatives, attorneys, and agents. The companies that provide the Materials or the Services 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 Services 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, or printed page, including full and partial reports and summary alerts, as full or partial fulfillment of the Services.

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 Services. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

2. 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.

3. The Services

The Services consist of the products and services described on the Sites, and include but are not limited to all products and services provided on a recurring, subscription basis (“Subscription Services”) or as a one-time transaction (“Transactional Services”). 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 SERVICES. You further acknowledge and agree that any credit scores provided to you as part of the Services are not FICO scores. Although the Services are available to consumers in all 50 states and Puerto Rico, the Services may not provide data for all locations. If you enroll in a Subscription Service, 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 Service during the free trial period, if applicable, without charge. We reserve the right to impose quantity limits on free trials of our Services.

Your enrollment may also include access to mobile text messages (“Texts”) relating to the Services, 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.

4. How to Cancel Your Enrollment in Subscription Services

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

Monday through Friday, 8AM to 8PM CST

Saturday, 8AM to 5PM CST

Sunday, Noon to 6PM CST

California Customers: California customers who enroll in our Services after July 1, 2018 may cancel by calling us, or via online chat during our standard call center hours listed above.

If you do not have access to a phone, you may terminate by writing to us at 4447 North Central Expressway, Suite 110, PMB 406, Dallas, TX 75205, and requesting termination. You may not cancel via an email to us. We do not provide prorated refunds.

Cancelling Subscription Services ends your recurring monthly payment but may not automatically cancel your membership. If you cancel Subscription Services, you may be presented with an offer to continue to be a member in the Services. As a member who is not enrolled in Subscription Services, you may use some, but not all, of the features and services available within the Services. To access additional features and services, you must become a paying subscriber to the Services, either through purchases of Subscription Services or Transactional Services.

5. Purchases of Transactional Services are Final

Transactional Services 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 Services that allow you to access your credit report(s) and/or credit score(s) following the completion of your transaction.

6. Our Policy Regarding Children

By using the Sites or purchasing or using the Services, 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 Services 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.

7. In Order to Use the Sites and the Services, You Must Provide the Following Information:

- You must provide valid debit or credit card payment information at the time of enrollment in Subscription Services, or at the time of purchase of Transactional Services. 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 Services, and/or all fees associated with the purchase of Transaction Services. The authorization amount may count against your debit or credit limit. For Subscription Services 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 Services 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 Services. IF THE SERVICES 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 MARCH 1, 2018, YOUR FREE TRIAL PERIOD WILL EXPIRE AT 9:59 A.M. ON MARCH 8, 2018.
- 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 Services.
- You must provide true, accurate, and complete information about yourself as prompted by the applicable form(s) for the Services and, for Subscription Services, 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.

8. 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

SERVICES ONLY, THE STATED AMOUNT PER MONTH AFTER YOUR FREE TRIAL HAS EXPIRED. Your enrollment in Subscription Services will continue month to month unless and until you cancel or we terminate your enrollment. If you purchase additional Services, they will be billed to the debit or credit card provided to us during enrollment.

9. Privacy Policy

By using any of the Sites or purchasing any of the Services, 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.

10. 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") 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 Services' 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.

11. We Reserve the Right to Terminate Your Subscription

We reserve the right to terminate your membership or access to the Services 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 Services or expiration of your subscription period, (iii) conduct we believe is harmful to the Services 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 Services.

12. 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 Services 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.

13. Your User Name and Password

While enrolling in Subscription Services, you will designate an email address as your user name, and a password. In addition, from time to time we may require you to reset your

password. You understand and agree that the user name and password are only granted to the individual accepting these Terms and Conditions. You are responsible for maintaining the confidentiality of your user name and password, and are responsible for all activities that occur under your user name and password, whether or not authorized by you. You agree to notify us immediately of any unauthorized use of your user name, 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.

14. Changes to Prices and Terms and Discontinuance of Service

If you enroll in Subscription Services, you agree to pay all charges at the effective monthly price. If you purchase Transactional Services, you agree to pay the price in effect at the time of such purchase. All prices are exclusive of any taxes, except as required by applicable law. We reserve the right to change prices or to institute new charges for the Services, or any portion thereof, at any time. 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 Services users from such effective date forward. We reserve the right at any time to modify, suspend, or discontinue the Sites and the Services, 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 Services, 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 Services, or for any failure to notify you of same. If you have a paid subscription to the Services and we modify, suspend, or discontinue the Services due to no action on your part, when applicable, we may provide a prorated refund of advance payments made. Your continued use of the Services 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 Services, will constitute your acceptance of those changes, modifications, and charges.

15. Prohibited Acts

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

- interferes with or disrupts the Sites or the Services.
- 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 Services or the Sites.

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

16. 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 Services are intended for your personal, non-commercial use only.

17. We Will Cooperate with Law Enforcement Authorities and the Courts

We have no obligation to monitor your use of the Sites or the Services. You agree, however, that we retain the right to monitor your use of the Sites and the Services and to disclose any information as necessary or appropriate to satisfy any law, regulation, or governmental request, to operate the Sites and the Services 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 Services, 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 Services. We may take the actions described above without giving notice to you.

18. Important Information Regarding Identity Report and Family Safety

You acknowledge and agree as follows:

- All of 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.

19. Important Information Regarding ScoreCast™ and ScoreTracker™

The ScoreCast feature within {domain} is powered by TransUnion. 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.

20. 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 SERVICES BY YOU OR BY ANY OTHER PERSON ACCESSING THE SITES OR THE SERVICES 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.

21. Important Information Regarding Disclaimer of Warranties and Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND THE SERVICES IS AT YOUR SOLE RISK. ALL SERVICES 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 SERVICES, 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 SERVICES (AND THE INFORMATION CONTAINED THEREIN OR TRANSMITTED THEREBY), OR THE MATERIALS ARE ACCURATE, ERROR-FREE, COMPLETE, OR VALID, (II) THE SERVICES OR THE MATERIALS WILL BE DELIVERED IN A TIMELY FASHION, (III) THE SERVICES 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 SERVICES OR THE MATERIALS WILL BE RELIABLE. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES 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 SERVICES, 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 SERVICES FOR THE ONE MONTH PRIOR TO THE DATE ON WHICH YOUR CLAIM AROSE, OR U.S. \$30.00, WHICHEVER IS LESS.

22. 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 Services 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.

23. Arbitration

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 THAT WILL BE HELD IN DALLAS, TEXAS, 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, 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 Services, 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.

24. Offers from Third Parties

While you are on the Sites, 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 Services or to accept the Services. 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 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. If you have not provided an email address, we may communicate with you at any email or postal address that we reasonably believe is your address. 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.

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 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. Higher scores represent a greater likelihood that you'll 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 Services. 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 Services 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 Services and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Sites and the Services 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 Services 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 Services) will survive such termination or expiration. In the event of cancellation, termination, or cessation for any reason of your membership in any of the Services, the introductory paragraph of this Agreement, sections 1-4, and 16-29 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.