



KREDIT FINANCIAL INC.

TERMS OF SERVICE

Last Updated: February 23, 2023

Welcome, and thank you for your interest in Kredit! Kredit provides a platform designed to facilitate communications between consumers and financial institutions in their personal financial network and empower consumers to make personal financial decisions (the “Platform” or “Service”). These terms of service (“Terms”) are between you and Kredit Financial Inc. (“Kredit,” “we,” “our,” or “us”), and establish the terms that apply to you when you use the Service (as defined below).

BY USING THE SERVICE OR BY CLICKING “I AGREE” YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS. YOU MAY NOT USE THE SERVICE IF YOU ARE NOT OVER THE AGE OF THIRTEEN AND/OR DO NOT AGREE TO THESE TERMS. We update and improve the Service regularly, so we reserve the right to update and revise these Terms as we do. We can change these Terms at any time, and if we do, we will make reasonable efforts to provide you with prior notice of any changes but we also encourage you to check back to this site frequently. Your continued use of the Service after any change to these Terms confirms your acceptance of any revisions or changes in newer versions. You should consult these Terms each time you access the Service to view any changes. These Terms were last modified on the date indicated above.

AS DESCRIBED BELOW, THESE TERMS PROVIDE FOR THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN A DISPUTE.

Please review our [Privacy Policy](#) which explains how we collect, use, and share information about you when you access or use the Service. By accepting these Terms, you agree to the Privacy Policy. Should there be any inconsistencies between this document and the Privacy Policy, the terms and conditions of the Privacy Policy shall control.

1. Use of the Service.

A. Service. The “Service” includes: (1) Kredit’s website (located at www.trykredit.com) (the “Site”) and iOS and Android apps (the “Apps”) as may be updated, relocated, or otherwise modified from time to time; (2) the Platform, which enables communications between and payments to financial institutions (collectively, “Financial Service Providers”) through the Site and Apps; and (3) all content on the Site and Apps and all intellectual property rights arising out of or related to the foregoing. By completing the Kredit registration process to access or use the Service you will become and sometimes be referred to in the Terms as a “User.”

B. Third-Party Services/Content. Our Service or communications to you may introduce you to third parties or may contain third party content or links to third party sites, applications or services (collectively, “Third-Party Content” or “Third-Party Services”). Our Service may also include features that allow you to connect your Kredit account with accounts or services provided by third parties, such as accounts you maintain with Financial Service Providers. We do not control, maintain, recommend, or endorse Third-Party Content or Third-Party Services, and we are not responsible or liable for any Third-Party Services or Third-Party Content, including any damages, losses, failures, or problems caused by, related to, or arising therein. Our

Service may also include a feature that allows you to request a copy of your credit report. Kredit will only request a copy of your credit report with your prior authorization. Kredit is not a data furnisher as defined in section 1022.41(c) of the Fair Credit Reporting Act. Kredit is not responsible for any of the information contained in your credit report nor is Kredit responsible for the calculation of your credit score. If you have questions or concerns regarding information contained in your credit report, then you must contact the credit reporting agencies. Ultimately, your interactions and business dealings with the providers of the Third-Party Services and Third-Party Content, including products or services offered by such third parties, are governed by your agreements with them and are solely between you and the third party. You should review all relevant terms and conditions associated with Third-Party Services and Third-Party Content, including any privacy policies and terms of service. We are not responsible for any information that you agree to share with other third parties in connection with Third-Party Services and Third-Party Content.

C. License. Subject to your compliance with these Terms, Kredit hereby grants you a nonexclusive, revocable, non-transferable license to access the Site and to download a copy of the Apps; in each case, solely for your personal use.

2. Financial Information and Communications are not Legal, Financial, or Tax Advice. THE SERVICE IS NOT INTENDED TO NOR DOES IT PROVIDE LEGAL, TAX, OR FINANCIAL ADVICE. The Service is intended only to provide communications infrastructure or platform for Users to interact with their Financial Service Providers and facilitate certain payments from Users to their Financial Service Providers. Your personal financial situation is unique, and any information obtained through the Service may not be appropriate for your situation. Accordingly, before you make any final decisions Kredit encourages you to seek and obtain information, guidance and advice from your legal counsel, accountant, or other certified financial advisers who are fully aware of your individual circumstances. The Service may also present you information relating to third-party products or services, which would require Users to leave Kredit's site - information that you may be interested in as well as provide you general tips, recommendations, and educational material. That information or those tips, recommendations and educational material are similarly not legal or financial advice. **See Section 1B regarding Third Party Services and Content.**

3. Accounts; Registration; Restrictions.

A. Kredit Users. To access most features of the Service, you must register for an account. You must complete the registration process by providing us with current, complete, and accurate information which verifies your identity and the identity of your financial information, as prompted by the applicable registration form. To protect your privacy and your information, you authorize us to verify your identity as we consider necessary. The information we will request may include but is not limited to your full address, your date of birth, your social security number, or unique verifying information you provide against third-party databases or through other sources, including your mobile device and/or device operating environment. If you do not provide this information or Kredit cannot verify your User identity, we may refuse to allow you to use the Service.

B. Accuracy of Information. Accurate records enable Kredit to provide the Service to you. You acknowledge that if you provide any information to us that is not current, complete, or accurate, Kredit may terminate these Terms and your continued access and use of the Service. You agree to update your information to assure it is always current, complete, and accurate. Kredit is not liable to you for any information Kredit provides in response to inaccurate or outdated information you provide us or that you provide to us from a Third-Party Service or Third-Party Content.

C. Account Information from Third-Party Services and Third-Party Content. Users may direct Kredit to retrieve their own information maintained online by third parties, including their Financial Service Providers or other third-party entities such as Plaid. ("**Account Information**"). Kredit cannot always foresee or anticipate technical or other difficulties, including device operating environment malfunctions or other

service interruptions, which may result in failure to obtain data or loss of data or personalization settings. Kredit cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any User data, communications, or personalization settings. For example, when displayed through the Service, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such third-party sources. Such information may be more up to date when obtained directly from the relevant third-party sites. Kredit is not liable to you for any information you provide to us from a Third-Party Service or Third-Party Content.

D. Closing your Account. You may close your account at any time by emailing support@trykredit.com or via in-Platform controls.

E. Eligibility. You represent and warrant that if you are using this site you are (1) at least 18 years of age; (2) you have not been previously suspended or removed from the Service; (3) you are or have legal authority to act for the User you register; and (4) your registration and your use of the Service is in compliance with all applicable laws. Kredit provides the Service from the United States. If you are using the Service from outside the United States, the Service may not be appropriate or permitted under applicable law. It is your responsibility to use the Service in accordance with all applicable law in any jurisdiction that applies to you. We control and operate our Services from the United States and we make no representations or warranties that the information, products, or services provided through our Services, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Services in any jurisdiction or country if it is contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Services or the provision of any of our Content to any person, geographic area, or jurisdiction, at any time and in our sole and absolute discretion.

F. Credentials. As part of the registration process, you might be asked to select a username, password, or other login credentials. You are responsible for maintaining the security and confidentiality of your login credentials. You agree to notify Kredit immediately of any suspected or verified unauthorized use of your account or any other breach of security. To notify us, contact us at support@trykredit.com. You are responsible for all use of the Service occurring under your account and all content posted with your account on the Service. Kredit will not be liable for any loss that you incur as a result of someone else using your login credentials or account. Except as otherwise explicitly provided in these Terms as may be expressly required by applicable law, User will not, and will not permit or authorize third parties (other than those designated by the User for purposes of assistance to access Kredit, due to a handicap or other physical disability or limitation) (1) to access Kredit using their login credentials, (2) to use the Platform to provide services to other third parties; or (3) to breach, circumvent, tamper with or disable any security or other technological features or measures of the Platform; User is responsible for all activity that occurs under its login credentials.

G. Your Responsibilities. You may use the Service solely for lawful purposes, as intended through the provided functionality of the Service. You may not (and you may not allow or assist any third party to):

(1) use, copy, modify, create derivative works, install, transfer, or distribute the Service, except as specifically described in these Terms and any usage limitations communicated to you;

(2) rent, lease, or otherwise permit third parties to use the Service, or reformat, mirror, or frame any portion of the Service;

(3) circumvent or disable any security features of the Service, or probe, scan, or test the vulnerability of the Service;

- (4) gain unauthorized access to the Service, to other Users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
- (5) use the Service to distribute any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Service;
- (6) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- (7) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Service (except to the extent this restriction is prohibited by applicable law);
- (8) use the Service to transmit (i) any content or information that is unlawful, fraudulent, threatening, harassing, abusive, hateful, libelous, defamatory, obscene or otherwise objectionable, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or (v) engage in spamming or flooding;
- (9) restrict, discourage, or inhibit any other User from using the Service;
- (10) disclose personal information about a third party or another User on the Service or obtained from the Service without the consent of such third party or User, or solicit, harvest, or collect information about other Kredit Users without their consent;
- (11) violate any applicable international, federal, state, provincial, or local laws or regulations;
- (12) use the Service in violation of Kredit's or any third party's intellectual property or other rights;
- (13) express or imply that any statements you make are endorsed by Kredit, without our prior written consent in each instance; or
- (14) use or access the Service to build a competing service. We may take any legal action and implement any technical remedies to prevent the violation of these restrictions and to enforce these Terms.

4. Payment.

A. *Payment Processing.* Payment processing services for Kredit may be provided by our third-party payment processors, which may include Plaid Technologies, Inc. ("**Plaid**"). Plaid uses your financial accounts to make payments. The processing of payments or credits, as applicable, relating to your use of the Service will be subject to Plaid's governing terms, available at <https://plaid.com/legal/#end-userprivacy-policy>. ("**Plaid Services Agreement**"). You hereby agree to be bound by the Plaid Services Agreement, which may be modified by Plaid from time to time as set forth therein. As a condition of Kredit enabling payment processing services through Plaid, you agree to provide Plaid with current, accurate, and complete information about you and your payment methods (billing address, bank account number, expiration date, etc.)

5. Content Submitted to the Service.

A. **User Content.** Certain features of the Service may permit Users to upload content to the Service (“**User Content**”). You own any User Content you provide. Except as expressly described in these Terms, no ownership rights in the User Content are transferred to Kredit (or any Third Party) by these Terms.

B. **License to Kredit.** By submitting User Content, including information, data, passwords, usernames, PINs, other log-in information, materials, and other content to Kredit through the Service, you are licensing that content to Kredit for the purpose of providing the Service. Kredit may use and store the content in accordance with this Agreement and our [Privacy Policy](#). You represent that you are entitled to submit it to Kredit for use for this purpose, without obligating Kredit to pay any fees or be subject to any restrictions or limitations. By using the Service, you expressly authorize Kredit to access your Account Information maintained by identified third parties, and you expressly authorize such third parties to disclose your information to us. When you use the “Add Accounts” feature of the Service, you will be directly connected to the website for the third party you have identified, and you understand that you are facilitating a connection from such third parties to the Service and you consent for such third party to provide information to Kredit.

C. **Messages.** The Service allows you to communicate with your Financial Service Provider(s) through Kredit by exchanging communications (“Messages”). You are solely responsible for the content of any Message you send. You agree that Kredit may, but is under no obligation to, monitor Messages for compliance with the law and with these Terms. You understand and agree that Kredit has no responsibility for reviewing, evaluating and opining on the substance or legality of Messages you compose and is merely facilitating the sending of Messages between you and your Financial Service Providers and is in no way responsible or liable for the content of such Messages. You are liable for the content and other features of Messages and your use of the site to send Messages. You agree to indemnify and hold Kredit harmless of and from any risk, loss, costs, litigation or other legal action or attorneys’ fees related to same. Kredit reserves the right to terminate this privilege to communicate with your Financial Service Provider(s) if Kredit determines that you are using the Messages in violation of the law or contrary to best practices as determined by Kredit. In the event Kredit receives a communication from your Financial Service Provider(s) regarding concerns about your use of Messages, Kredit reserves the right to terminate your Services.

6. Optional Third-Party Links and Services.

A. **Third-Party Links.** Kredit has not reviewed all the third-party sites linked to the Site and/or App and is not responsible for the content or any off-site pages or other linked sites. Going to a Third-Party (described below) or off-site website from the Site and/or App is at your own risk and subject to those Sites’ or Apps’ policy statements. If you elect to use or purchase services from third parties, familiarize yourself with their privacy statements. When you access those Third-Party Sites or Apps you are subject to their terms and conditions and privacy practices. These links do not imply endorsement of, sponsorship of, or affiliation with Kredit.

B. **Third-Party Services/Third-Party Content.** Kredit and third parties (sometimes referred to as “**Third Parties**”) may make available integrations between the Service and third-party products or services, including plugins and related services (“**Third-Party Services**” and/or “**Third-Party Content**”) that you may elect to use. Any use by you of such Third-Party Services and/or Third-Party Content is solely between you and the applicable Third-Party Service provider or Third-Party Content provider. Because the Third-Party Services and/or Third-Party Content rely on the Third-Party Service and/or Third-Party Content provider’s continued operation, Kredit does not warrant or provide support for Third-Party Services or Third-Party Content. Kredit is not responsible for any violations of applicable law by Third-Party Service providers or Third-Party Content providers, or for any liability arising from your use of Third-Party Services or Third-Party Content. Kredit does not guarantee the continued availability of any Third-Party Services or Third-Party

Content (or any integration with Third-Party Services or Third-Party Content related Service features), and if such Third-Party Services or Third-Party Content or related features are discontinued, you will not be entitled to any refund, credit, or other compensation. Depending on your location, certain Third-Party Services or Third-Party Content may not be available to you.

C. *Third-Party Disputes and Complaints.* KREDIT IS NOT AFFILIATED WITH ANY FINANCIAL SERVICE PROVIDER, THIRD-PARTY SERVICE OR THIRD-PARTY CONTENT, AND ANY DISPUTE OR COMPLAINT YOU HAVE WITH ANY FINANCIAL SERVICE PROVIDER, THIRD-PARTY SERVICE, THIRD-PARTY CONTENT OR OTHER THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE KREDIT (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

7. Ownership.

A. *Kredit IP.* The Service, including its “look and feel” (e.g., text, graphics, images, logos and button icons), any content, modifications, and updates, and all intellectual property rights therein (collectively, “**Kredit IP**”), is owned by Kredit and its licensors. No ownership rights in the Kredit IP are transferred to you by these Terms. You do not have any rights in or to the Kredit IP except for the limited express rights granted in these Terms.

B. *Trademarks.* You acknowledge that Kredit has acquired, and is the owner of, common law or registered trademark rights in the name and word mark “Kredit” and in the other marks and design marks displayed on the Service. You acknowledge that these names and marks are famous and internationally known. You will not challenge the validity of, or Kredit’s ownership of, the foregoing names or marks, and you waive any rights you may have to do so. You may not use our names or marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. All use of the foregoing names and marks by you will inure exclusively to Kredit’s benefit.

C. *Feedback.* If you give Kredit feedback, comments, or suggestions concerning the Service (collectively, “**Feedback**”), you hereby assign to Kredit all right, title, and interest in and to the Feedback, and Kredit is free to use the Feedback without payment, attribution, or restriction.

8. *Confidentiality.* In the course of providing the Service, Kredit may disclose or make available to you information about its business. You acknowledge that all knowledge, information, and data provided by Kredit to you with respect to the business, operations, and marketing of Kredit’s products and services that is not generally known or publicly available, whether or not designated as “confidential,” is Kredit’s confidential information and you will not use or disclose such confidential information to any third party without Kredit’s prior written consent. Should you become aware of any use or disclosure of information related directly or indirectly to the Service that is suspicious or unexpected, you agree to notify Kredit immediately at privacy@trykredit.com.

9. Data.

A. *Usage Data.* Kredit may collect and analyze data relating to your use of the Service that is aggregated and/or de-identified in such a way that it is not associated with you (“**Usage Data**”) and other information relating to the provision, use, and performance of various aspects of the Service and related systems and technologies (including information provided by third-party analytical tools). Kredit may analyze, process, collect, and use Usage Data for any purpose, including for improving the Service and developing new products, services, features, and functionality.

B. *Special Notice for International Use.* Recognizing the global nature of the Internet, you agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. If you are using the Service from the European Union or other regions with laws governing data collection and use, then you agree to the transfer and processing of your information to and in the United States.

10. Consent to Electronic Communications.

A. *Administrative Communications.* By using the Service, you are giving us permission and your consent to communicate with you electronically regarding registration, security, privacy, and administrative issues relating to your use of the Service. You are at all relevant times responsible for providing us with lawful, current and accurate contact information for you including by way of example not limitation wireless numbers, email addresses, social media in-messaging contact information, and so forth. You warrant that you have the authority to provide us with any contact information of any sort you register via Kredit's site.

B. *Consent.* You consent to receiving our email newsletter and other marketing-related emails from us. If you wish to remove yourself from our email list for such marketing-related emails, please use the unsubscribe link in any email received from us.

C. *SMS Messaging.* By creating an account, you agree that Kredit may send you text (SMS) messages in connection with your use of the Service. By providing us with specific wireless numbers you are representing and warranting that you own such numbers and you are legally authorized to provide us with your consent to send you text (SMS) messages to such number using an automated telephone dialing system (ATDS) at those numbers you have provided. As noted above, you agree to update Kredit immediately should your contact information change. You further indemnify and hold Kredit harmless of and from any use of such numbers if at any time you no longer have access to such wireless numbers and fail to update your contact information. You may opt out of receiving text (SMS) messages through the Service at any time by responding "STOP" or emailing support@trykredit.com to advise that you no longer wish to receive text (SMS) messages. Opting out of receiving text (SMS) messages may impact and limit your use of the Service. Please be aware that your cellular carrier may charge fees in connection with your use of the Service. You are responsible for any mobile charges that you may incur in connection with using the Service, including data charges. If you are not sure what those charges may be, you should ask your carrier before using the Service. Kredit is not responsible or liable for any fees, costs, or overage charges associated with any data charges or data plan. In the event you change your contact information and fail to notify Kredit in advance of any such changes you hereby agree to be responsible for all fees, charges, losses, costs, litigation, attorneys' fees, fines and penalties Kredit or its affiliates may experience as a result of inadvertently attempting to communicate with you at a reassigned number.

D. *Alerts.* Kredit may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your Account Information. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated, or reactivated by you. These alerts allow you to choose alert messages for your accounts. Kredit may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Kredit may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. Kredit will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. Electronic alerts will be sent to the email address or mobile number you have provided for the Service. If your email address or your mobile number changes, you are responsible for informing us of that change and for

indemnifying us as noted above should Kredit send a notification or alert to an outdated or reassigned address or mobile number you have not updated. Alerts may also be sent to a mobile device that accepts text messages. Changes to your email address and mobile number will apply to all of your alerts.

11. Term and Termination.

A. **Term.** The term of these Terms will commence on the date on which you first access or use the Service and will continue until terminated.

B. **Termination.** If you breach (or if Kredit suspects you have breached) these Terms, Kredit may, in its sole discretion, terminate these Terms and your User account and/or limit, suspend, or terminate your access to the Apps or Service, with or without notice.

C. **Effect of Termination.** The following Sections of these Terms will survive termination of these Terms: 1.A, 3.G-10, 11.C, and 12.A-2. Kredit's termination of these Terms is without prejudice to any other remedies it may have at law or in equity and does not relieve you of liability for breaches occurring prior to the effective date of termination. Kredit will not be liable to the other for damages arising solely as a result of terminating these Terms.

D. **Deactivation.** Kredit may, without notice to you: (1) restrict, deactivate, or terminate your access to the Service (or any portion); or (2) terminate or modify the Service (or any portion). Kredit will not be liable to you or any third party for any termination or modification to the Service regardless of the reason for such termination or modification. If you are dissatisfied with any termination or modification of the Service, your only remedy is to stop using the Service.

12. Representations and Warranties; Disclaimer.

A. **User Content.** You represent and warrant that: (1) you are the creator and owner of any User Content you provide or otherwise have sufficient rights and authority to grant the rights granted to Kredit in these Terms (including without limitation and by way of example, wireless numbers and other contact information); (2) Kredit's use of your User Content in accordance with these Terms will not infringe, violate, or misappropriate any third-party right, including any intellectual property right, proprietary right, or privacy right; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content does not contain any confidential information of any third party.

B. **DISCLAIMER.** KREDIT MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, THIRD-PARTY SERVICES, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. YOUR USE OF THE SERVICE AND CONTENT IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KREDIT DOES NOT WARRANT THAT THE SERVICE, OR THIRD-PARTY SERVICES WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICE, OR THIRD-PARTY SERVICES WILL BE UNINTERRUPTED. Some jurisdictions may limit or prohibit warranty disclaimers, and this Section 12.B will apply solely to the extent permitted under applicable law.

WE PROVIDE OUR SERVICES, OUR CONTENT, AND ALL CONTENT AND MATERIALS AVAILABLE THROUGH OUR SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. KREDIT ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR SERVICES, OUR CONTENT, OR THE COMMUNITY CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OUR SERVICES, OUR CONTENT, THE COMMUNITY CONTENT, OR OTHERWISE AVAILABLE THROUGH OUR SERVICES WILL CREATE ANY WARRANTY REGARDING KREDIT OR ANY OF OUR SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU USE OUR SERVICES AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO OUR SERVICES, YOUR DEALINGS WITH ANY OTHER MEMBER OR THIRD PARTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES OR THE USE OF ANY OF OUR CONTENT.

YOU ACKNOWLEDGE THAT KREDIT IS SOLELY AN INTERMEDIARY BETWEEN YOU AND YOUR FINANCIAL SERVICES PROVIDERS OR OTHER INFORMATION PROVIDERS. KREDIT EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN OUR CONTENT OR OUR SERVICES, INCLUDING THE INACCURACY OR INCOMPLETENESS OF ANY SUCH FINANCIAL INFORMATION RECEIVED FROM THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL AFFECT WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

13. Indemnification.

A. **Defense.** At Kredit's option and request, you will defend Kredit, its affiliates, and their respective directors, officers, employees, agents, and contractors (the "**Kredit Parties**") from any actual or threatened third-party claim, proceeding, or suit arising out of or based on: (1) your breach of any representation, warranty, or covenant in these Terms; (2) your violation of applicable law or any third-party intellectual property, proprietary, or privacy right (including without limitation any consumer financial protection law such as the Telephone Consumer Protection Act or Fair Credit Reporting Act); (3) any dispute between you and any third party; or (4) your use of the Service in a manner not authorized under these Terms (each, a "**Claim**"). If Kredit requests you to defend a Kredit Party from any Claim, Kredit will: (a) give your prompt written notice of the Claim; (b) grant you full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as you may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. Notwithstanding the previous sentence, you may not enter into any settlement that involves an admission of guilt or liability of a Kredit Party without Kredit's prior written consent. Kredit may participate in the defense of a Claim at its own expense and with counsel of its own choosing.

B. **Indemnification.** You will indemnify the Kredit from and pay: (1) all damages, costs, and attorneys' fees finally awarded against a Kredit in any Claim; (2) all out-of-pocket costs (including attorneys' fees) reasonably incurred by a Kredit in connection with the defense of a Claim; and (3) all amounts that you agree to pay to any third party to settle any Claim.

14. Limitation of Liability.

A. **EXCLUSION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KREDIT NOR ANY KREDIT PARTY WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF KREDIT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. KREDIT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF YOUR PROVISION OF ANY THIRDPARTY SERVICES.

B. **DAMAGES CAP.** KREDIT'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND

REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED: (1) THE AMOUNT OF FEES PAID BY YOU TO KREDIT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); OR (2) \$100.

C. BASIS OF THE BARGAIN. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Release. If you have a dispute with any third party, including any Financial Service Provider, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from all claims, demands, and damages (actual and consequential) of every kind, known and unknown, arising out of or in any way connected with such disputes. **You expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

16. Arbitration.

A. Generally. If you are not a resident of the United States or you are currently on active-duty status outside the United States, this Section 16 (Arbitration) will only apply to you to the extent applicable law in your country of residence permits. In the interest of resolving disputes between you and Kredit in the most expedient and cost-effective manner, you and Kredit agree that any dispute arising out of or related to these Terms, your use of the Service or a breach thereof will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the expiration or termination of these Terms. Further, you agree to bring any claims regarding Kredit in your individual basis. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND KREDIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION. YOU FURTHER UNDERSTAND THAT THIS SECTION 16 WILL APPLY TO YOU AND KREDIT UNLESS YOU CHOOSE TO OPT OUT PURSUANT TO SECTION 10-C. (OPT OUT).

B. Exceptions. Despite the provisions of Section 16.A (Generally), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (1) bring an individual action in small claims court; (2) bring an action in a court pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (3) seek injunctive relief in a court of law; or (4) file suit in a court of law to address an intellectual property infringement claim.

C. Arbitrator. Any arbitration between you and Kredit shall be governed and administered by American Arbitration Association in accordance with its Commercial Arbitration Rules. and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”). The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Kredit. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

D. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party, on an individual basis, within the applicable statute of limitations period (“**Notice**”). Kredit’s email address for Notice is legal@trykredit.com. The Notice must: (1) describe the nature and basis

of the claim or dispute; (2) set forth the specific relief sought; and (3) if you are sending the Notice to Kredit, include your name and address (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 45 days after the Notice is received, you or Kredit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Kredit must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Kredit will pay you the highest of the following: (a) the amount awarded by the arbitrator, if any; (b) the last written settlement amount offered by Kredit in settlement of the dispute prior to the arbitrator’s award; or (c) \$1,000.

E. Fees; Location; Language. If you commence arbitration in accordance with these Terms, Kredit will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New Castle County, Delaware but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance-based telephone hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Kredit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits. The language of the arbitration shall be English, unless you do not speak English, in which case the arbitration shall be conducted in both English and your native language.

F. Confidentiality. The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties, and the decisions made by the arbitrator, including its awards, except as required by applicable law and to the extent not already in the public domain.

G. No Class Actions. YOU AND KREDIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE § 2698 ET SEQ., WHICH ARE NOT COVERED BY THIS SECTION 16 (ARBITRATION)). Unless both you and Kredit agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

H. Modifications to this Arbitration Provision. If Kredit makes any future change to this arbitration provision, other than a change to Kredit’s address for Notice, you may reject the change by sending us written notice within 30 days of the change to Kredit’s address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Kredit. If you do not send such written notice, your continued use of the Service following any such change means that you have consented to such change.

I. Enforceability. If Section 16.G (No Class Actions) is found to be unenforceable or if the entirety of this Section 16 (Arbitration) is found to be unenforceable, then the entirety of this Section 16 will be null and void and the exclusive jurisdiction and venue described in Section 20.B (Governing Law) will govern any action arising out of or related to these Terms or your use of the Service.

17. Cooperation with Authorities. Kredit may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Kredit may disclose any information as Kredit deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Kredit's sole discretion.

18. Protected Activity Not Prohibited. Nothing in these Terms limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in, any investigation or proceeding that may be conducted by any international, federal, state, provincial, or local government agency or commission ("**Protected Activity**"). In connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, Kredit. In making any such disclosures or communications, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Kredit confidential information to any parties other than the applicable government agencies.

19. Compliance with Applicable Law. Each party will comply with all applicable international, federal, state, provincial, and local laws, regulations, binding regulatory guidance, directives, and governmental requirements in connection with exercising its rights or performing its obligations under these Terms.

20. Miscellaneous.

A. Subcontractors. Kredit may use subcontractors or other third parties to fulfil its obligations under these Terms, but Kredit will remain responsible for all such obligations.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in New Castle County, Delaware having jurisdiction over Kredit's offices, and both parties hereby consent to such jurisdiction and venue for this purpose. Subject to Section 16 (Arbitration).

C. Injunctive Relief. If you breach Sections 3 (Accounts; Registration; Restrictions), 7 (Ownership), or 8 (Confidentiality), Kredit may suffer irreparable harm, and monetary damages may be inadequate to compensate Kredit. Accordingly, Kredit may, in addition to any other remedies available, seek injunctive or other equitable relief in response to any such breach.

D. Further Assurances. You agree to execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in these Terms.

E. Assignment. You may not assign these Terms or delegate your performance without Kredit's prior written consent, and any attempt to do so is void. Kredit may assign or transfer these Terms without your consent. These Terms are binding upon and inure to the benefit of the parties' permitted successors and assigns.

F. Severability. If any provision of these Terms or portion of a provision is invalid, illegal, or unenforceable, the rest of these Terms will remain in effect.

G. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

H. Entire Agreement. These Terms constitute the entire agreement and supersede any other agreement of the parties relating to their subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, or supplement these Terms.

I. *Nature of Rights.* The licenses granted under these Terms are rights in “intellectual property” within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the “Code”). Each party as licensee will have and may fully exercise all rights available to a licensee under the Code, including under Section 365(n) or its successors.

J. *Relationship.* Neither Kredit’s provision of the Apps to you, nor your access to and use of the Service, creates any direct business relationship between you and Kredit. You acknowledge and agree that these Terms are not an employment agreement, nor does it create an employment or contractor relationship, between you and Kredit; and no joint venture, partnership, or agency relationship exists between you and Kredit. As a User, YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF KREDIT. YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF KREDIT, INCLUDING BY INAPPROPRIATELY USING ANY KREDIT IP.

K. *No Third-Party Beneficiaries.* There are no third-party beneficiaries in these Terms, except as described in Section 22.

L. *Notices.* All notices under these Terms must be in writing and will be deemed “given” when delivered to a party’s address noted below (or an updated address if any has been provided pursuant to this Notice provision) via receipted overnight express delivery service, delivered by courier, or hand delivered. Either party may update its notice address by notice to the other party in accordance with this Section 20.L. All notices to Kredit will be sent to:

Attn: Legal
Kredit Financial Inc.
1201 North Orange Street, Suite 7051
Wilmington, DE 19801
Copy may be sent via Email: legal@trykredit.com

M. *Force Majeure.* Kredit will not be liable for any delay or failure to perform under these Terms as a result of any cause or condition beyond Kredit’s reasonable control (a “Force Majeure Event”), so long as Kredit uses reasonable efforts to avoid or remove those causes of delay or non-performance. If a Force Majeure Event causes Kredit to delay or fail to perform its obligations under these Terms for 30 consecutive days, either party may terminate these Terms.

N. *Interpretation.* If Kredit provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail. Any heading, caption, or section title contained in these Terms is for convenience only and does not define or explain any provision. Any use of the term “including” or variations thereof should be construed as if followed by the phrase “without limitation.”

21. NOTICE FOR CALIFORNIA USERS. Under California Civil Code Section 1789.3, Users located in California are entitled to the following notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

22. Contact Us. If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at support@trykredit.com.