

# BuildCredit Servicing Terms

These BuildCredit Servicing Terms (“Servicing Terms”) are additional terms applicable to the BuildCredit, LLC (“BuildCredit”) products (each a “BuildCredit Product” and part of the Platform Services as defined in the MSA) identified within your Order. The BuildCredit Products consist of servicing loans or accounts you or your Subscribers may have with a third-party bank and access to, integrated display of, and delivery of applicable Data or tools supporting the operation thereof. Any terms used but not defined in these Servicing Terms will have the meaning provided in the Array US, Inc. Master Services Agreement (“MSA”) referenced in the Service Order (each, an “Order”), which shall be incorporated herein. Within these Servicing Terms, the BuildCredit sponsor bank supporting certain BuildCredit Products may be referenced or identified as “Bank”.

These Servicing Terms constitute a legal agreement among BuildCredit, the person or entity (“Client”, “you” or “your”) executing an Order to use or access BuildCredit Products, and your customers, subscribers, members, or other end user consumers (collectively, the “Subscribers”).

You understand and agree that BuildCredit may enforce any provisions of these Servicing Terms or the MSA that relate to BuildCredit’s provision of or your use of the BuildCredit Products, and you acknowledge that you are directly responsible to BuildCredit for your breach of the MSA or the Servicing Terms. BuildCredit may also terminate these Servicing Terms at any time, which may limit or terminate your ability to use the BuildCredit Products. You must accept all of the terms and conditions of these Servicing Terms to use or access the BuildCredit Products.

## 1. Compliance and Disclosure

a. Bank is responsible for educating you on any terms applicable to your account(s) or relationship with the Bank, but information may be provided to you by BuildCredit at the direction of Bank.

## 2. Purpose of these Servicing Terms

a. As between BuildCredit and Bank, Bank is responsible for underwriting and evaluating each Subscriber’s eligibility for loans or accounts with Bank (each a “Subscriber Account”). BuildCredit is responsible for providing the BuildCredit Products pursuant to the terms of the MSA, these Servicing Terms, and any other applicable terms.

b. You and BuildCredit, on behalf of Bank, will provide escalation support services as provided in Section 7 herein to resolve any issues your Subscribers may have related to your Subscribers’ use of the BuildCredit Products. You are solely responsible for providing support to your Subscribers for all issues related to your products and services.

## 3. Sharing of Data

a. You authorize BuildCredit and Bank to provide Data to each other to (i) provide the BuildCredit Products, (ii) comply with legal and regulatory obligations, and (iii) perform underwriting and risk review, including verification that you and your Subscribers are legally permitted to transact and receive funds. This includes sharing information you provided to BuildCredit before these Servicing Terms became effective and information about Bank and BuildCredit’s experience with you, such as termination of these Servicing Terms by Bank and the reasons for such termination. Where required to comply with obligations under applicable laws, Bank or BuildCredit may provide any data to law enforcement or other government regulators.

b. To help the government fight the funding of terrorism and money laundering activities, federal law requires each financial institution

to obtain, verify, and record information that identifies each person who establishes a relationship with a financial institution involving the movement of funds. To comply with this requirement, you authorize and direct BuildCredit to provide to Bank any information required to verify your or your Subscribers' identity, including name, address, and taxpayer identification number. If you are a legal entity, including a limited liability company or corporation, you authorize and direct BuildCredit to provide Bank with information on the identity of (1) all beneficial owners of 25% or more of your entity; and (2) at least one individual with significant control over the entity.

c. In order to use the BuildCredit Products, BuildCredit and/or Bank may ask you and/or your Subscribers for the following types of information: contact information (such as name, address, phone number, and email address); sensitive information (such as date of birth, driver's license number and social security number); personal information to verify you or your Subscribers' identity and financial information (such as credit card number or banking account number). This information is required in order to verify you and/or your Subscribers' identity, charge the agreed upon fees for BuildCredit Products and related services, and to fulfill obligations to provide BuildCredit Products and related services to you and/or your Subscribers, including communicating with third parties as necessary to provide the BuildCredit Products and related services, such as identification verification companies, consumer reporting agencies, payment validation companies, law enforcement agencies, or others. Further, you authorize BuildCredit and its agents to obtain additional information and reports about you and/or your Subscribers as provided in the MSA and herein in conjunction with the provision of the BuildCredit Products and related services. All such information in the possession of BuildCredit shall be subject to the privacy policy located at <https://array.com/company/privacy>.

## 4. Term and Termination

a. These Servicing Terms become effective as provided in the introductory paragraphs and shall continue in effect so long as you use the BuildCredit Products. These Servicing Terms will terminate automatically upon termination of the MSA or applicable Order, except for those terms which are intended to survive termination. In addition, the BuildCredit Products and/or these Servicing Terms may be terminated by BuildCredit as provided herein.

b. Should you terminate use of the BuildCredit Products, Subscribers with active Subscriber Accounts shall remain customers of Bank subject to any terms and conditions between Bank and Subscriber. Further, BuildCredit may be required to continue to service the Subscriber Accounts subsequent to your termination of the BuildCredit Products pursuant to the Bank's applicable terms and as provided herein.

c. BuildCredit reserves the right to terminate the use of BuildCredit Products at any time and distribute the funds in your or your Subscribers' accounts, in accordance with other applicable terms and Applicable Laws.

## 5. Representations and Warranties

In addition to the representations and warranties made in the MSA, which are incorporated by reference to these Servicing Terms in their entirety, you represent and warrant to BuildCredit as of each day on which you utilize or have access to a BuildCredit Product that:

a. You are legally able to enter into these Servicing Terms;

b. You will not use the BuildCredit Products, directly or indirectly, for any fraudulent or illegal undertaking;

c. You will only use the BuildCredit Products in a manner consistent with the MSA, including the Applicable Laws provided therein, and these Servicing Terms;

d. You consent to participation in, and continued compliance with, the BuildCredit Client Oversight Program, which shall be communicated to you concurrently with the execution of an Order, and as it may be amended from time to time at BuildCredit's sole discretion;

e. You will support BuildCredit as reasonably required related to any Subscriber disputes, including credit disputes as required by applicable law; and

f. In accordance with the provisions of section 2 in the MSA, you will obtain approvals from BuildCredit for all marketing related

materials.

## **6. United States Only Services; No Illegal Activities**

You may not use the BuildCredit Products or services offered by BuildCredit or Bank for, or on behalf of, persons or entities (a) in a country embargoed by the United States or (b) blocked or denied by the United States government. You further acknowledge and agree that you will not use your account associated with BuildCredit Products for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”), Specially Designated Nationals and Blocked Persons List (available at [www.treas.gov/ofac](http://www.treas.gov/ofac)) or the U.S. Department of State Terrorist Exclusion List (available at [www.state.gov](http://www.state.gov)) or the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by OFAC. Unless otherwise explicitly stated, the BuildCredit Products are solely for use by you and your Subscribers in the United States, Puerto Rico, and the U.S. Virgin Islands. Notwithstanding anything to the contrary in these Servicing Terms, Bank may decline to process any transactions or loan applications submitted by you or your Subscribers in its sole discretion.

## **7. Subscriber Support**

a. Client Support Services are not included in the scope of services provided by BuildCredit. You shall be responsible for providing Client Support Services, which shall include, but not necessarily be limited to, agents focused on managing inquiries relative to (a) subscription or billing status; (b) password ID/account lockouts; (c) questions regarding your products and features; and (d) issue triage to determine if any issues involve banking, payment, and credit reporting questions that require escalation to BuildCredit Support Services.

b. BuildCredit Support Services shall be provided by BuildCredit or its agents to you and/or your Subscribers as necessary. BuildCredit Support Services will provide comprehensive services throughout the issue resolution process, including one-on-one guidance to you or your Subscribers to address issues resulting from loan servicing, payments, credit reporting, and the use of or access to the BuildCredit Products.