

# Buildcredit Rent - Consumer Terms of Service

**Effective Date:** May 20, 2025

The following terms of service ("Terms") constitute a legally binding agreement by and between BuildCredit LLC, together with its parent, Array US Inc., and subsidiary entities (collectively, "BuildCredit," "Company," "us," "our," or "we") and the individual ("you" or "your") enrolling in the Buildcredit Rent consumer-permissioned rent reporting (the "Services"). The Terms govern your use of the Services, as described herein.

By using the Services, you acknowledge that you have read, understood, and agree to be bound by the Terms and to comply with all applicable laws and regulations. The Terms form an essential basis of the bargain between you and BuildCredit, and the Terms govern your use of the Services.

THE TERMS ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO **SECTION 12** BELOW FOR MORE INFORMATION.

## 1. Buildcredit Rent Services

Our Services allow you to request and authorize us to report your rental payment history to consumer reporting agencies, which in part is designed to assist individuals in establishing a credit history.

We only furnish your rent data if:

- You are at least eighteen years of age and have a valid U.S. Social Security Number;
- You give us explicit permission to furnish your rent data;
- You verify your identity through a secure process;
- You provide sufficient information to verify your rent payment obligation;
- You provide sufficient information to verify your rent payment transaction(s);
- You confirm that your rent payment transactions are not furnished to any credit bureau by any other party; and
- You have not revoked your consent to furnish your rent data.

## 2. User Consent

By using our Services, you:

- Authorize us to collect, verify, and share your rental payment history with one or more consumer reporting agencies (the "credit bureaus");
- Authorize us to contact your landlord or property manager to verify payment obligations, if necessary;
- Affirm that your rent payment transactions are not furnished to any credit bureau by any other party;
- Affirm that you do not have an active mortgage;
- Understand that once your data is reported, it becomes part of your credit file and may impact your credit score; and

- Understand that you are responsible for ensuring the accuracy of the information you provide. Inaccurate or incomplete data may result in delays or denial of rent reporting.

## 3. Revoking Consent

You may stop using our Services and withdraw your consent at any time by notifying us. We will:

- Cease future data reporting;
- Not remove any previously reported data (unless it was reported in error).

To revoke your consent, you can do so within the BuildCredit Rent platform. You may also revoke consent by contacting us via email at [support@buildcredit.com](mailto:support@buildcredit.com).

## 4. Disputes and Corrections

If you believe we reported incorrect information, contact us immediately at [disputesupport@buildcredit.com](mailto:disputesupport@buildcredit.com). Our team will respond to consumer disputes within 5 business days. We aim to resolve disputes within 21 business days. We will investigate and, if necessary, update or correct the information reported to the applicable credit bureau(s).

## 5. Fraud Prevention

To prevent fraud, BuildCredit reserves the right to conduct a fraud review in our sole discretion if we have reason to believe that there are potential issues with your payment obligations, transaction history, and/or if your rent payments are being reported to credit bureaus by another entity. We will investigate and, if necessary, update or correct information reporting to the applicable credit bureau(s).

## 6. Termination

BuildCredit reserves the right to deny service to any person at BuildCredit's sole and absolute discretion. You acknowledge and agree that BuildCredit may stop providing the Services or restrict your use of the Services at any time, without notifying you in advance, for any reason or no reason, including, without limitation, for any violation of the Terms or if BuildCredit suspects that you have used any aspect of the Services to conduct any fraudulent or illegal activity.

If BuildCredit disables your access to your account, you may be prevented from accessing the Services, your account details or any materials contained in your account. If BuildCredit terminates your service for what it believes to be fraudulent activity, you shall not receive a refund of fees paid to BuildCredit.

## 7. Privacy Policy

BuildCredit details how we handle and protect personally identifiable information related to the Services in our [Privacy Policy](#), which is incorporated into these Terms. We may update our Privacy Policy from time to time, and any changes are effective when published on the Internet and/or when otherwise delivered to you.

## 8. Disclaimers

We do not control how credit bureaus use or interpret your reported data. Once reported, rental data becomes part of your consumer credit report and is subject to the credit bureau's policies and practices. You understand and acknowledge that, while the Services are designed to facilitate reporting rent payments to consumer reporting agencies, we cannot ensure that such data will be accepted, and

we have no control over how such reporting, when accepted, is used and reported by the consumer reporting agencies. We do not guarantee any specific impact on your credit score. Credit scoring models vary, and not all credit bureaus or lenders consider rental data.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BUILD CREDIT AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "BUILD CREDIT PARTIES") EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE BUILD CREDIT PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT ON THE SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE BUILD CREDIT PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE SERVICES ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

## 9. Limitation of Liability

THE BUILD CREDIT PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, THE BUILD CREDIT MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SERVICES, EVEN IF BUILD CREDIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE BUILD CREDIT PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE SERVICES, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

To the fullest extent allowed by law, we are not liable for: any loss of credit or loan opportunities, errors caused by inaccurate data you provided, or Credit bureau actions or scoring methodologies.

## 10. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the BuildCredit Parties from and against any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property

right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim.

BuildCredit reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of BuildCredit.

## 11. Consent to Communications and Electronic Disclosures

By using the Services, You consent to receive SMS messages (including text messages), and telephone calls (INCLUDING PRERECORDED AND ARTIFICIAL VOICE AND AUTODIALED) from us, our agents, representatives, affiliates or anyone calling on our behalf, at the specific number(s) you have provided to us, with service-related information such as alerts, or questions about your use of the Services.

You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's.

You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us.

You agree to promptly alert us whenever you stop using a telephone number. BuildCredit and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, e-mails or other means.

Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

## 12. Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN **Section 12.3** BELOW.

### 12.1 Election to Arbitrate

You and BuildCredit agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 16 (the "Arbitration Provision"), unless you opt out as provided below, or your Claim is subject to an explicit exception to this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of the Terms, and/or the activities or relationships that involve, lead to, or result from the Terms, including (except to the extent provided otherwise in the last sentence of **Section 12.6** below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entirety of the Terms.

Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise, except that both you and BuildCredit retain the right: (a) to bring an individual action

in small claims court (a “Small Claims Action”); or (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (an “IP Protection Action”). Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

## 12.2 Opt-Out of Arbitration Provision

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to [compliance@buildcredit.com](mailto:compliance@buildcredit.com), **within thirty (30) days of the date of your electronic acceptance of the Terms (such notice, an “Arbitration Opt-Out Notice”)**. The Arbitration Opt-Out Notice must (a) clearly state that you are rejecting arbitration; (b) identify the agreement to which it applies by date; (c) provide your name, address, and social security number; and (d) be signed by you. If you don’t provide BuildCredit with an Arbitration Opt-Out Notice within the thirty (30) day period satisfying the requirements as provided herein, you will be deemed to have knowingly and intentionally waived your right to litigate any Claim except with regard to a Small Claims Action or an IP Protection Action, as expressly set forth above.

## 12.3 Judicial Forum for Disputes

In the event that (i) you or we bring an IP Protection Action; (ii) you timely provide BuildCredit with an Arbitration Opt-Out Notice; or (iii) this “Dispute Resolution by Binding Arbitration” section is found not to apply, the exclusive jurisdiction and venue of any Claim will be the state and federal courts located in New York County, New York and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.

## 12.4 Informal Complaint Resolution

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the Claim quickly. You agree that before filing any Claim in arbitration, you will try to resolve the Claim informally by contacting [help@buildcredit.com](mailto:help@buildcredit.com). Similarly, BuildCredit will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any Claim we may possess informally before taking any formal action. If a Claim is not resolved within 30 days after the email noting the Claim is sent, you or BuildCredit may initiate an arbitration proceeding as described below.

## 12.5 WAIVER OF RIGHT TO LITIGATE

Unless you timely provide BuildCredit with an Arbitration Opt-Out Notice, YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

## 12.6 NO CLASS ACTIONS

You and BuildCredit agree that the arbitration of any Claim shall proceed on an individual basis, and neither you nor BuildCredit may bring a Claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a “Collective Arbitration”). Without limiting the generality of the foregoing, a Claim to resolve any Claim against BuildCredit will be deemed a Collective Arbitration if (i) two (2) or more similar Claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR BUILD CREDIT SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY CLAIM (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Any challenge to the validity of this Section 15.6 shall be determined exclusively by the arbitrator.

## 12.7 Arbitration Procedures

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") The AAA's rules, including, as applicable, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply. If you have any questions concerning the American Arbitration Association or would like to obtain a copy of its arbitration rules, you may call 1 (800) 778-7879 or visit its website at: [www.adr.org](http://www.adr.org).

Notwithstanding anything to the contrary in the AAA rules, the arbitrator will be empowered to order interim or permanent injunctive relief, which may be enforced in any court of competent jurisdiction. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under law. Any such arbitration shall include a written record of the arbitration hearing, and shall be conducted by an arbitrator as agreed upon by the parties, or if no agreement can be made, then an arbitrator shall be selected by AAA experienced in complex business transactions. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement.

Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

## 12.8 Arbitration Location

Unless you and BuildCredit otherwise agree, the arbitration will be conducted in the county where you reside, or if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and BuildCredit submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

## 12.9 Arbitration Fees

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules.

However, if the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the administrator rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

## 12.10 Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the administrator rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

## 12.11 Survival and Severability of Arbitration Provision

This Arbitration Provision shall survive the termination of the Terms. With the exception of Section 15.6 "No Class Actions," if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section 15.6 "No Class Actions," to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Claim must be litigated in court pursuant to Section 15.4.

## 12.12 Changes

Notwithstanding other provisions of the Terms, if BuildCredit changes this "Dispute Resolution by Binding Arbitration" section after the date you first accepted the Terms (or accepted any subsequent changes to the Terms), you may reject any such change by sending us written notice (including by email to [compliance@buildcredit.com](mailto:compliance@buildcredit.com)) within 30 days of the date such change became effective, as indicated in the "Last revised" date above or in the date of BuildCredit's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Claim between you and BuildCredit in accordance with the provisions of this "Dispute Resolution by Binding Arbitration" section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

# 13. Intellectual Property Rights

The website, applications utilized in providing the Services, and other underlying technology (collectively, the "BuildCredit Technology") are owned and operated by BuildCredit. All BuildCredit Technology content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "BuildCredit Materials") are owned exclusively by BuildCredit or the licensors or suppliers of BuildCredit and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing in the BuildCredit Technology should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the BuildCredit Materials displayed on the BuildCredit Technology, without our prior written permission in each instance.

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express prior written consent of BuildCredit.

You acknowledge that the BuildCredit Materials are and shall remain the property of BuildCredit. You may not modify, participate in the sale or transfer of, or create derivative works based on any BuildCredit Materials, in whole or in part.

## 14. Governing Law and Jurisdiction

The Terms shall be governed by, and all Disputes shall be resolved in accordance with, the laws of the State of New York, United States of America without regard to its conflicts of law rules. You agree that any dispute arising from or relating to the subject matter of the Terms shall be governed by the exclusive jurisdiction and venue in the state and federal courts located in New York.

## 15. Severability

If any provision of the Terms is found to be invalid, unlawful, void, or unenforceable by either an arbitrator or a court of competent jurisdiction, the Term's remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms shall remain in full force and effect.

### 16. Modification

BuildCredit reserves the right to amend the Terms at any time and will notify you of any such changes by posting the revised Terms on its website, [www.buildcredit.com](http://www.buildcredit.com). It is your responsibility to review the Terms for any changes, which shall be effective upon posting. If we make material changes to the Terms, we will provide you notice of such changes on the website before they become effective. We will date the Terms with the last day of revision. Your continued use of the Services after any change to the Terms constitutes your agreement to be bound by any such changes. BuildCredit may terminate, suspend, change, or restrict access to all or any part of the Services without notice or liability.

## 17. Contact Us

If you have questions or concerns, contact us at [support@buildcredit.com](mailto:support@buildcredit.com)