

# BuildCredit Website Terms of Use

Last updated: 02/04/2026

The following terms of service are terms of a legal agreement (the "Agreement") between you ("you", "your", or "user") and BuildCredit LLC, its parent, Array, Inc., and their subsidiaries, affiliates, agents and assigns (collectively, "BuildCredit", "Array", "we", "us", or "our") which sets forth the terms and conditions for your use of the services offered, operated, or made available by BuildCredit (collectively, the "Services") and marketed through BuildCredit's partner ("Affiliate") through whom you access the Services. The Services are owned and operated by BuildCredit, and are being provided to you expressly subject to this Agreement.

By accessing, browsing and/or using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of the bargain between you and BuildCredit, and this Agreement governs your use of the Services.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO **SECTION 16** BELOW FOR MORE INFORMATION.

## 1. ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before using the Services, or accessing any data thereon. If you do not agree to these terms, you may not access or use the Services.

To use the Services and to accept the Agreement, you must (1) be a legal resident of the United States, (2) be at least 18 years old, (3) not be prohibited by law from using the Services, and (4) not have been suspended or removed from the Services.

## 2. MODIFICATION OF THIS AGREEMENT

BuildCredit reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on its website, [www.buildcredit.com](http://www.buildcredit.com). It is your responsibility to review the Agreement for any changes, which shall be effective upon posting. If we make material changes to this Agreement, 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 this Agreement 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.

### **3. PRIVACY POLICY**

We maintain a Privacy Policy, and it details how we handle and protect personally identifiable data related to the Services. We fully incorporate our Privacy Policy into this Agreement. Our Privacy Policy is available at [www.array.com/privacy](http://www.array.com/privacy). Note that we reserve the right to update the Privacy Policy at our discretion, and that any changes made to our Privacy Policy are effective when the updates are posted on [www.array.com/privacy](http://www.array.com/privacy) or otherwise delivered to you.

### **4. USER INFORMATION ACCURACY AND UPDATES**

To access BuildCredit's Services, you must create an account with BuildCredit (a "BuildCredit Account"). This process may require the creation of a shared secured token with our Affiliate or will include creation of a Login ID and password to access the Services. When you sign up for a BuildCredit Account, you agree to provide accurate, current and complete information—such as your name, mailing address, and email address—as may be prompted by any registration forms available through the Services or as otherwise requested by BuildCredit for such information ("User Information"). You further represent that you are a legal owner of, and that you are authorized to provide us with, all User Information and other information necessary to facilitate your use of the Services.

In order for you to use certain Services, BuildCredit may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the Services.

Should any of your User Information change, you agree that you will update this information as soon as possible. To update your User Information, you may log into your Account and update your User Information under the "Account" navigation.

You agree to keep confidential your password to access your BuildCredit Account. Should you believe or have reason to believe that any of your User Information, including your BuildCredit Account password, has been compromised, or that another person is accessing your BuildCredit Account through some other means, you agree to notify us as soon as possible at [\*\*help@buildcredit.com\*\*](mailto:help@buildcredit.com).

By using the Services, you are completely and solely responsible for any and all activities which occur under your BuildCredit Account whether authorized or unauthorized.

## 5. OVERVIEW OF SERVICES

BuildCredit acts a service provider of Cross River Bank in connection with Cross River's origination of the BuildCredit Savings-Secured Loan. BuildCredit offers a variety of services collectively referred to in this Agreement as the "Services." These Services allow you to manage your loan application and repayment for the BuildCredit Savings-Secured Loan offered by Cross River Bank, Delaware branch, member Federal Deposit Insurance Corporation. The terms of any such Credit Builder Loan are governed by agreements you make with Cross River Bank.

If applicable, you can obtain information about any BuildCredit Savings-Secured Loan that you obtained through your BuildCredit Account, such as the outstanding balance, interest accrued, and fees.

## 6. INFORMATION YOU PROVIDE

You represent and warrant that all information (financial and other) provided by you to us in connection with the Services is true, accurate and complete in all respects.

## 7. SMS MESSAGING AND TELEPHONE CALLS

**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, including our Affiliate, 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.

## 8. LIMITATIONS OF USE

You agree to use the Services only for lawful purposes and for their sole and intended purposes. You are prohibited from any use of the Services that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the Services, including but not limited to unauthorized entry into BuildCredit's systems, misuse of passwords, or misuse of any information posted on through the Services is strictly prohibited. BuildCredit makes no claims concerning whether use of the Services is appropriate or available outside of the United States. If you access the Services from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

You agree you will not (1) try to reverse engineer, disassemble, decompile, or decipher the Services or software making up the Services, (2) navigate or search the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), (3) use a means other than BuildCredit's and Affiliate's provided interface to access the Services, (4) use the Services in a way that could impair, overburden, damage, or disable any portion of the Services, or (5) mirror any material contained on the Services.

BuildCredit reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and BuildCredit also reserves the right to take action to protect Cross River Bank, BuildCredit, other users, and other third parties, including our Affiliates, from any liability, fees, fines, or penalties. We may take actions including, but not limited to: (1) updating information you have provided to us so that it is accurate, (2) limiting or completely closing your access to the Services, (3) suspending or terminating your ability to use the Services on an ongoing basis, (4) taking legal action against you, and (5) holding you liable for the amount of BuildCredit's or Cross River Bank's damages caused by your violation of this Agreement.

## **9. 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. You may not use, copy, display, distribute, modify or reproduce any of BuildCredit Materials found on the BuildCredit Technology unless in accordance with written authorization by us. BuildCredit prohibits use of any of the BuildCredit Materials as part of a link to or from the BuildCredit Technology unless establishment of such a link is approved in writing by us in advance. Any questions concerning any BuildCredit Materials, or whether any mark or logo is a BuildCredit Material, should be referred to BuildCredit. All rights related to the BuildCredit Materials are hereby reserved. You agree that the BuildCredit Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the 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.

## **10. TERMINATION**

BuildCredit may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the Services at any time, with or without cause, in BuildCredit's absolute discretion and without notice. You may terminate your access and use of the Services by contacting us at [help@buildcredit.com](mailto:help@buildcredit.com). The following provisions of this Agreement shall survive termination of your use or access to the Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Dispute Resolution by Binding Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Services.

BuildCredit further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the Services at any time with or without notice.

## **11. DISCLAIMER OF WARRANTIES**

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.

## **12. ALERTS**

BUILD CREDIT WILL MAKE REASONABLE EFFORTS TO PROVIDE TIMELY AND ACCURATE ALERTS TO YOU, BUT YOU ACKNOWLEDGE AND UNDERSTAND THAT ALERTS MAY BE DELAYED OR PREVENTED FOR VARIOUS REASONS. BUILD CREDIT DOES NOT GUARANTEE THE DELIVERY, ACCURACY, OR TIMELINESS OF ALERTS. FURTHER, BUILD CREDIT IS NOT LIABLE FOR ANY ERRORS IN THE DELIVERY OR CONTENT OF AN ALERT, AND BUILD CREDIT IS NOT LIABLE FOR ACTIONS YOU TAKE, OR DO NOT TAKE, IN RELIANCE ON ALERTS. BUILD CREDIT IS NOT LIABLE FOR ANY THIRD PARTY RELIANCE ON ALERTS.

## **13. 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 THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

## **14. 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 this Agreement 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.

## **15. 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 15.3** BELOW.

### **15.1 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 in **Section 16.3** below, or your Claim is subject to an explicit exception to in 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 this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of **Section 15.6** below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. 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, the 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.

### **15.2 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 of this Agreement (such notice, an “Arbitration Opt-Out Notice”)**. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. If you don’t provide BuildCredit with an Arbitration Opt-Out Notice within the thirty (30) day period, 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.

### **15.3 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 Delaware 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.

#### **15.4 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 complaint 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.

#### **15.5 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.

#### **15.6 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.

### **15.7 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.

### **15.8 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.

### **15.9 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.

### **15.10 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.

### **15.11 Survival and Severability of Arbitration Provision.**

This Arbitration Provision shall survive the termination of this Agreement. 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.

### **15.12 Changes.**

Notwithstanding the provisions of the "Modification of this Agreement" section above, if BuildCredit changes this "Dispute Resolution by Binding Arbitration" section after the date

you first accepted this Agreement (or accepted any subsequent changes to this Agreement), 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 this Agreement (or accepted any subsequent changes to this Agreement).

## **16. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by, and all Disputes shall be resolved in accordance with, the laws of the State of Delaware, 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 this Agreement shall be governed by the exclusive jurisdiction and venue in the state and federal courts located in Delaware.

## **17. SEVERABILITY**

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

## **18. WAIVER**

You agree that if BuildCredit does not enforce any of its legal rights or remedies under this Agreement, or other legal rights or remedies BuildCredit has under applicable laws, this shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

## **19. GENERAL PROVISIONS**

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

## 20. CONTACTING US

If you have questions regarding the Agreement or the practices of BuildCredit, please contact us by e-mail at [help@buildcredit.com](mailto:help@buildcredit.com) or by regular mail at BuildCredit LLC at 2200 N Federal Highway, Suite 223, Boca Raton, FL 33431.