

ARRAY+ PRODUCT TERMS OF USE

These Array+ Product Terms Of Use provide additional terms applicable to the use of, and access to, the applicable Products available within Company's Platform subject to the terms of an executed Order. The provision of Products by Company to Client pursuant to the Product Terms Of Use set forth below shall be subject to the terms and conditions of the Master Services Agreement between Company and Client that governs the provision of the Platform and Platform Services (the "MSA") and any applicable Order. If these Product Terms Of Use and the terms of the MSA or Order conflict or are inconsistent, these Product Terms Of Use shall govern and control strictly as it relates to the provision of the applicable Product provided by Company.

1. GENERAL TERMS

- A. A. These Product Terms apply to the Company Products and Services provided to Client (referred to herein collectively as the "Product Services"). These Product Terms form a contract (the "Product Terms") that governs the relationship between Array US, Inc. and its Affiliates (referred to herein as "Company", "us", or "our") with any entity (referred to herein as "you" or "Client") that accesses, uses, requests, or receives the Product Services subject to an applicable Order. Our Third Party Service Providers, including The Bill Reduction Company, LLC, and Plaid Inc., are third-party beneficiaries to these Product Terms.
- B. B. Our privacy policy located at <https://array.com/legal/#privacy> (the "Privacy Policy") describes how we collect and use personal and non-personal information when you request the Product Services, and should be read together with the MSA, applicable Order, and these Product Terms. By using the Product Services, you are agreeing that we may use information collected through the Product Services in accordance with the Privacy Policy.
- C. The Product Services are made available to you only on the condition that you agree to be bound by the current Product Terms, including all restrictions provided herein. If you do not agree, do not access or use the Product Services. The following apply to Subscriber access to, and use of, the Product Services:

- i. You may only use the Product Services in compliance with these Product Terms and all Applicable Laws, rules, and regulations;
- ii. If you reside in a jurisdiction that restricts the use of internet-based applications or the ability to enter into contracts such as these Product Terms according to age or for any other reason, and you are under such age limit or subject to such other restriction, you are not permitted to use the Product Services;
- iii. By using the Product Services, you are representing that you have the legal capacity and authority to enter into these Product Terms, and that you have reviewed, understand, and accept these Product Terms without limitation or qualification;
- iv. If you are accepting these Product Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so; and
- v. You further understand that by selecting the Product Services for purchase and entering personal information where prompted, you are submitting an electronic signature and entering into a legally binding contract with us for the purchase of such Product Services.

D. You represent and warrant that all of the information you provide to us is accurate, complete, and correct. You agree that we may rely upon and share your information with our Third Party Service Providers, agents, Data Providers, and otherwise as necessary in order to offer, provide, and track the Services. Subscriber Personal Information will only be used in the manner and for the purposes set forth in our Privacy Policy.

E. We may modify these Product Terms or MSA from time to time by notifying you of such modifications by any reasonable means as specified in the MSA. Your continued use of the Product Services after any such changes indicates your acceptance of the modifications. Company may provide unpaid versions of certain products identified below within Client's Subscriber interface, with the opportunity for Subscribers to upgrade to a premium paid subscription product. The product offerings may change at Company's sole discretion and in compliance with Applicable Laws. Note that any such modifications will not apply retroactively to any dispute between you and us arising prior to the date on which we posted the revisions or otherwise notified you of the changes.

2. Services Description.

A. MyCredit Manager (“MYCM”). Our MYCM Services include obtaining the latest available information in the Subscriber’s credit report for credit education purposes upon Subscriber’s consent.

Client shall coordinate with Company regarding the information exchanges to present Data to the Subscribers via the Client's Subscriber interface for Subscriber education purposes. The MYCM Services may also include the presentation of other related services designed to help Subscribers manage their credit health. We reserve the right to determine and modify the MYCM Services we offer in our sole discretion.

B. Identity Protect ("IDP"). Our IDP Services include monitoring online activity for protection against identity theft and fraud prevention purposes upon Subscriber's consent. Client shall coordinate with Company regarding the information exchanges to present the information to the Subscribers via the Client's Subscriber interface for Subscriber education and protection purposes. The IDP Services may also include the presentation of other related services, including identity insurance and restoration services, designed to help Subscribers protect their identity. We reserve the right to determine and modify the IDP Services we offer in our sole discretion.

C. Subscription Manager ("SM"). Our SM Services include presenting to Subscribers the active memberships or subscriptions with certain companies that provide the Subscriber with products paid for on a recurring basis, such as memberships, subscriptions, telecommunications, internet, cable, satellite, and security companies. The SM Services may also include the presentation of other related services designed to help Subscriber save money. We reserve the right to determine and modify the SM Services we offer in our sole discretion.

D. Privacy Protect ("PIP"). Our PIP Services let users discover certain personal information that has been published by third-parties ("TP Data" as defined below), which is made available and provided through Company's application program interface, software code, and applicable documentation. "TP Data" shall mean personal information that has been published by third-parties on certain data broker sites (each a "Data Broker Site"). Company does not guarantee that the PIP Services will find a user's online personal information within the TP Data, or that it will scan all Data Broker Sites if a user's online personal information is not present. Some of the Data Broker Sites may have multiple databases and may acquire and aggregate personal information about individuals on an ongoing basis. In addition, Company may not locate all entries or the correct entries of a user's online personal information. Client understands and agrees that Company is not responsible for the actions or inactions of any of these Data Broker Sites, and that Company makes no representations, warranties or guarantees related to such Data Broker Sites. Client expressly agrees that Company will not be liable to Client or Subscribers under any circumstances for any actions or inactions of these Data Broker Sites. Client understands and agrees that Company is not a credit repair organization as defined under

federal or state law, including the Credit Repair Organizations Act. We reserve the right to determine and modify the PIP Services we offer in our sole discretion.

- E. BuildCredit Account (“BCA”). Our BuildCredit Savings-Secured Loan, also known as BuildCredit Account from BuildCredit LLC, a wholly owned subsidiary of Array, can help establish a credit score and/or build credit history. BuildCredit LLC acts as a service provider of Cross River Bank in connection with Cross River Bank’s origination of the BuildCredit Savings-Secured Loan. BuildCredit LLC allows you to manage your loan application and payments related to the BuildCredit Savings-Secured Loan offered by Cross River Bank, member Federal Deposit Insurance Corporation. The terms of any applicable BuildCredit Savings-Secured Loan are governed by agreements you make with Cross River Bank. We reserve the right to determine and modify the BCA Services we offer in our sole discretion.
- F. BuildCredit Rent (“BCR”). Our BCR Services from BuildCredit LLC, a wholly owned subsidiary of Array, can help establish a credit score and/or build credit history. BuildCredit LLC provides means for your rent payments to be reported to the major credit bureaus who accept such data from BuildCredit LLC. The Services may include lease and rent verification processes. Each credit bureau has its own requirements for rent payment data furnishing and reporting. As such, BuildCredit LLC cannot ensure that such data will be accepted, and BuildCredit LLC has no control over how such data is used and reported by the credit bureaus, nor how such data is used by the users of the credit bureau reporting services. We reserve the right to determine and modify the BCR Services we offer in our sole discretion and in compliance with Applicable Laws.
- G. Debt Navigator (“DN”). Our DN Services analyze a consumer's tradeline data to provide repayment plans, paydown schedules, and balance transfer activation features. The Debt Navigator services are made available solely for general information purposes only, and is not intended to provide any legal, tax, or financial advice. You are solely responsible for evaluating the information provided by the Debt Navigator services and determining in your sole discretion whether acting on such advice or information is or is not in your best interest. You understand and agree that we are not a fiduciary, financial institution, financial advisor, or investment advisor, nor a provider of investment, tax, or legal advice, and that we are not endorsing any company, property, product, service, security, or instrument. We reserve the right to determine and modify the DN Services we offer in our sole discretion.
- H. Student Loan Aid (“SLA”). Our SLA Services can help lower monthly student loan payments by identifying available federal student loan repayment programs. The content, features, and functionality

of Student Loan Aid is made available solely for general information purposes only, and is not intended to provide any legal, tax, or financial advice. You are solely responsible for evaluating the information provided by Student Loan Aid and determining in your sole discretion whether acting on such advice or information is or is not in your best interest. You understand and agree that we are not a fiduciary, financial institution, financial advisor, or investment advisor, nor a provider of investment, tax, or legal advice, and that we are not endorsing any company, property, product, service, security, or instrument. We reserve the right to determine and modify the SLA Services we offer in our sole discretion.

3. OBLIGATIONS UNDER FCRA

A. Where Client has access to and uses a consumer report (as defined in the FCRA), Client must abide by the certain rules set forth under the Fair Credit Reporting Act (FCRA). Further, Client shall promptly forward any Subscriber complaints subject to FCRA to Company and provide commercially reasonable assistance to Company as necessary to support the handling of Subscriber disputes or complaints related to the Product Services, as amended by Company from time to time at its sole discretion. The *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA* is available at <https://array.com/company/notice>.

4. CLIENT BRANDING AND MARKETING

A. Marketing Restrictions.

- i. Client agrees that it shall not use the terms and/or phrases listed below in any marketing and/or advertising of the Data and related Products, nor use such Data or related Products for any form of credit repair (as such term is interpreted under Applicable Laws):
- ii. Client must not use the following terms, "improve," "enhance," "boost," "raise," or "increase" in the same phrase as "score" or "rating,"
- iii. Client must not use the phrases "credit repair," "credit rebuilding," "credit fix," "repair your credit," "fix your credit," or combinations of those words.
- iv. Client must not use the terms "advice," "tips," "suggestions" or "instructions" in or near the same phrase as "improving," "enhancing," "boosting," "raising" or "increasing" a credit score or credit rating.
- v. When making a statement about the performance of analytic tools available in conjunction with the Products (e.g., a score simulator), marketing and advertising materials must not

suggest that a simulated score (or its equivalent) is “always” predictive of one's actual score.

- B. Client is responsible for all marketing efforts pertaining to its use and access to the Data and related Products. Solely to the extent necessary for Company to comply with Applicable Laws or Data Provider requirements, Client acknowledges that the Company may request that Client submit for approval, which approval will not be unreasonably withheld, conditioned or delayed, on any and all brochures, press releases, internet postings, marketing, advertising promotional or any other materials to be used by Client in conjunction with the marketing of the Data and/or Products.
- C. Client Branding. Client is responsible for providing its own branding, including trade names, trademarks, service marks and logos, as well as securing a URL for use with the Platform and the Products. Client is solely responsible for securing a URL via a registrar service, as well as clearing and registering any trade names, trademarks, service marks and logos, trademark or other intellectual property rights or concerns connected with a brand or URL.
- D. Subscriber Interface. Company may (i) provide access to pre-coded web styling and features for Client to build a website with Platform integration and access to the Products, (ii) deliver a Company hosted website to be developed and managed by Client, or (iii) provide an embedded web component to be integrated by the parties as determined during the deployment process. Company may collect, use, share, sell and store data made available via the website solely in connection with the Platform and in accordance with the Agreement and all Applicable Laws.

5. REQUIRED CONSUMER AUTHORIZATION.

- A. Subscriber Agreement. Unless otherwise allowed under Applicable Laws, each Subscriber shall be required to enter into an agreement or provide authorization containing certain terms and conditions related to the access and/or use of the Subscriber's Data, and when and where required, shall, include disclosures similar to those set forth herein (the "Product Disclosures"). Such Subscriber Product Disclosures, in conjunction with applicable terms in the MSA, shall govern the Subscriber's consent and access to, use, and distribution of the Data and related Products, as well as the Subscriber's affirmation of such consent. The Subscriber Product Disclosures (samples provided below) may be amended and/or updated by the Company, or as required by a Data Provider from time to time, and to the extent applicable to the Client's use of the Platform or Platform Services, Client agrees to make similar modifications or changes to the Subscriber Product Disclosures and the verbiage therein as Company, or a Third Party Service Provider, may request.

B. Sample Subscriber Product Disclosures.

- i. Sample Web Page Disclaimer 1: *“You understand that by [checking this box and] clicking on the ‘I Accept’ button below, you agree to the terms and conditions, acknowledge receipt of our privacy policy and you are providing ‘written instructions’ under the FCRA to [Client] authorizing [Client] to obtain information from your personal credit profile from each credit reporting agency. You authorize [Client] to obtain such information solely to confirm your identity and display your credit data to you.”*
- ii. Sample Web Page Disclaimer 2: *“By [checking this box and] clicking on the ‘I Authorize’ button below, you agree to the terms and conditions, acknowledge receipt of our privacy policy and agree to its terms, and confirm your authorization for [Client] to obtain your credit profile from any consumer reporting agency to display to you, to confirm your identity to avoid fraudulent transactions in your name, and to enable any consumer reporting agency to monitor your credit for changes.”*
- iii. Terms and Conditions Disclaimer: *““You understand that by clicking on the “I Accept” button and signing up for services, you are providing “written instructions” to [Client] and its employees, agents, subsidiaries, affiliates, contractors, third party data sources and suppliers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, to access your credit files from each national credit reporting agency and to exchange information about you with each such national credit reporting agency in order to verify your identity and to provide the products and/or services to you. You agree and hereby authorize Company, its agents and employees, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in our Privacy Policy, as may be amended from time to time, You waive any and all claims against Company and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. Your further authorize Company and its agents and employees to obtain various information and reports about you (or about your child that you have enrolled, if applicable) in order to provide the products and/or services, including, but not limited to, bank account transaction history, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.”*

iv. Privacy Policy/Terms and Conditions Disclaimer: *“While enrolling for the products and/or services, we will ask you 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 your identity and financial information (such as credit card number or bank account transaction history). This information is required in order to verify your identity, charge you the agreed upon fees for our products and services if applicable, and to fulfill our obligation to provide our products and services to you, including communicating with third parties as necessary to provide such products and services, such as identification verification companies, consumer reporting agencies, payment validation companies, law enforcement agencies, or others.”*

6. DISCLAIMERS.

A. The Product Services are not intended to, and do not, constitute legal, professional, or financial advice, are not intended to be a substitute for such advice, and may not be used for such purposes. Always seek the advice of your attorney, tax advisor, financial planner, or other professional advisor with any questions you may have regarding such matters. Our agents, representatives, and employees providing the Product Services are not authorized to provide any such advice or make any claims of guaranteed savings, debt settlement benefits, or representations of expected results on our behalf. No written or verbal statement from our representatives shall supplement or amend the MSA, an Order, or these Product Terms. We do not guarantee that any savings, settlement, or particular outcome will be achieved through the Product Services.

7. SUBSCRIBER SUPPORT.

A. Client Support Services are not included in the scope of services provided by Company. 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) password ID/account lockouts; (b) questions regarding your products and features; and (c) issue triage to determine if any issues involve questions that require escalation to Company Support Services.

B. Company Support Services shall be provided by Company or its agents to you and/or your Subscribers as necessary. Company Support Services will provide services throughout the issue resolution process, including one-on-one guidance to you or your Subscribers to address issues resulting from the use of or access to the Company's Products or subscriptions.

8. MISCELLANEOUS.

- A. Our Third Party Service Providers are third party beneficiaries to these Product Terms. No provision of these Product Terms provides any other person or entity not a party to these Product Terms with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.
- B. The headings contained in these Product Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Product Terms.
- C. These Product Terms, including the MSA and any applicable Order, constitutes the entire agreement between you and us regarding the Product Services and supersedes any prior agreements between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. These Product Terms can only be amended by us, as provided in these Product Terms or the MSA. No written or verbal statement, advertisement, or product description will contradict, interpret, or supplement these Product Terms.
- D. These Product Terms may be published in a number of languages for information purposes and ease of access by customers. It is only the English version that is the legal basis of the relationship between you and us, and in case of any discrepancy between a non-English version and the English version of these Product Terms, the English version shall prevail.