

# Array+ Subscriber Terms of Service

Please Read Carefully.

The services that Array US, Inc., and its affiliates and subsidiaries (collectively, hereinafter “**Array**”, “**we**”, “**our**”, and “**us**”), provide to you when you subscribe to a paid subscription of our upgraded financial wellness product offerings, including any content, data and information made available through such offerings, and the proprietary technology used to deliver such offerings (collectively, the “**Services**”), which are made available to you through your bank’s online digital banking platform, are subject to and governed by the terms and conditions set forth herein (“**Terms of Service**”).

In this Terms of Service, “**you**” or “**your**” refers to each user of the Services who is at least eighteen (18) years of age and has subscribed to a paid version of our Services by enrolling in our upgraded version of the Services from within the user’s banking provider’s digital platform. By purchasing a subscription to our Services, you represent and warrant that you are at least eighteen (18) years of age, have a valid U.S. Social Security number and are the owner of the bank account from which you purchased the Services. You understand that by selecting the Services for purchase, you are submitting an electronic signature and entering into a legally binding contract with us for the purchase of such Services.

By purchasing a subscription to the Services, using the Services, and/or exercising any of the rights granted to you in this Terms of Service, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy (available here: <https://array.com/legal/#privacy>), which are presented to you when you subscribe to the Services and are hereby incorporated herein by reference. If you do not agree to this Terms of Service or the Privacy Policy, you must not access or use the Services.

**ARBITRATION NOTICE:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE DISPUTE RESOLUTION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND ARRAY WILL BE RESOLVED BY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

## 1. CHANGES TO TERMS OF SERVICE

- a. Array reserves the right to change these Terms of Service at any time, and by continuing to use the Services after we post a change to the online Terms of Service, you will be deemed to have accepted the new Terms of Service. Therefore, you should regularly check these Terms of Service for updates.

## 2. DESCRIPTION OF SERVICES

- a. **General.** The Services include access to financial wellness product offerings and benefits presented to you at the time of purchase, which may include: credit scores and monitoring, identity protection services with dark web monitoring, social security monitoring, change of address monitoring, identity theft insurance and restoration, personal information protection with monitoring and removal of personal information from data broker and people search sites, and subscription management tools. You will be able to access the product offerings and subscriber benefits through your bank’s online digital banking platform where you signed-up for the Services.
- b. **Enrollment.** Upon subscribing to the upgraded Services, paying the applicable fees, and our completion of any required authentication procedures, you will receive access to the Services, where you can access the product offerings and benefits included in the upgraded Services and manage your subscription. In the ‘Manage Account’ you will be able to manage your subscription, including viewing the information used in connection with the Services and the payment method you selected at sign-up to pay for your subscription. This is where you can also make changes to your subscription or edit your payment method.
- c. **Updates.** The Services may be modified or updated at any time without notice and/or liability. Your continued use of the Services, or your failure to terminate your subscription, after any such modifications

have been made to the Services, will constitute your acceptance of those modifications.

### 3. USE AND AVAILABILITY

- a. **Right to Use.** This Terms of Service permits you to use the Services only for your personal informational purposes and is subject to this Terms of Service and our Privacy Policy. Commercial use of the Services is not permitted.
- b. **Use and Availability.** While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time. You understand and agree that there may be interruptions to the Services due to circumstances both within our control and outside of our control, for which we will bear no responsibility.
- c. **Limitations on Use.** You are only allowed to enroll yourself, and you agree to provide complete, accurate and current information in connection with the Services and to update this information when it changes. We do not permit any person to sign up for the Services on behalf of another person unless you have the requisite legal authority, such as may be provided by an executed Power of Attorney.
- d. **Access.** You are responsible for obtaining at your own expense all equipment and services needed to access and use the Services, including all devices, internet browsers and internet access. If you access the Services through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging and other wireless access or communications services.
- e. **Restrictions.** Except as may be expressly permitted by applicable law you may not: (i) access the Services and/or any information provided to you in connection with the Services for any purpose which is not authorized under this Terms of Service or for any unlawful purpose; (ii) obtain and/or attempt to obtain any information, materials or data through any means not intentionally made available and/or provided for through the Services; (iii) attempt to modify, make derivative works of, disassemble, reverse compile and/or reverse engineer the Services or any part thereof; (iv) incorporate any portion of the Services into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell rent lease, lend, loan, distribute or sublicense the Services or otherwise assign any rights to the Services or any portion thereof; (v) access all or any part of the Services in order to build a product or service which competes with the Services; (vi) submit and/or transmit any emails, other communications, or materials through, or in connection with the Services that contain a virus, worm, 'Trojan Horse', worm, logic bomb or other material that is malicious or technologically harmful including a harmful component designed to interrupt, destroy and/or limit the functionality of any computer software, application, hardware and/or telecommunications equipment, and/or that is designed to obtain unauthorized access to any information; (vii) pretend to be someone else, use someone else's identity or misrepresent your affiliation with a person or entity; (viii) copy or imitate part or all of the design, layout, and/or look-and-feel of the Services and/or individual sections of it, in any form or media (except that you may retain a copy of any content or information provided to you through the Services for the purposes authorized herein); (ix) use any automated or programmatic method to extract data or output from the Services, (x) take any actions that in our discretion imposes, or may impose an unreasonable load on the Services, (xi) interfere or attempt to interfere with the proper working of or delivery of the Services, and/or (xii) bypass any measures used to prevent or restrict access to the Services.
- f. **Responsibilities.** You agree to: (i) use reasonable efforts to prevent unauthorized access to and/or use of the Services and to notify us promptly of such unauthorized access and/or use; (ii) be responsible for the accuracy and quality of data you provide in connection with the Services; and (iii) act in accordance with all applicable laws, rules and regulations.
- g. **Denial of Service.** We retain the right, in our sole and absolute discretion, to deny service, access to, and/or use of the Services to anyone at any time and for any reason without liability including but not limited to

violation of the restrictions set forth herein, violation of law, and/or other commercially reasonable security or legal concerns.

#### 4. PRODUCT SPECIFIC INFORMATION

- a. **My Credit Manager Premium.** The My Credit Manager Premium product offering is available as part of the Services and includes access to your Vantage 3.0 credit score and three bureau credit monitoring from one or more of the credit bureaus with alerts that may affect your credit. The My Credit Manager Premium product offering, including all content, data, and information, may be used for credit education purposes only, except to the extent you provide consent for such content, data, and information to be used for another permissible purpose. Like other credit scores offered to consumers, the credit score that we offer may not be the same score used by a lender or other commercial users for credit decisions. Credit monitoring monitors the credit file most closely identified with you based on multiple identifying factors such as first, middle and last names, current and former addresses, Social Security number and date of birth. If it is believed that the consumer data or reports may be inaccurate or missing information, your sole remedy is to contact the applicable credit bureau that is providing and reporting such inaccuracies or missing information.
- b. **Identity Protect Premium.** The Identity Protect Premium product offering is available as part of the Services and includes monitoring online activity (dark web monitoring) for protection against identity theft (including change of address and social security number monitoring) and fraud prevention. It also includes identity insurance and restoration services designed to help you protect your identity (up to \$1,000,000 in value). The Identity Protect Premium product offering, including all content, data and information, may be used for education and identity protection purposes only and for no other purpose, except to the extent you provide consent for such content, data, and information to be used for another permissible purpose.
- c. **Personal Info Protection Premium.** The Personal Info Protection Premium product offering is available as part of the Services and allows you to view and remove certain personal information that has been published by third parties on certain data broker websites. You understand and agree that we are not responsible for the actions or inactions of any of the data broker websites, and Array makes no representations, warranties, or guarantees related to such data broker websites. You expressly agree that Array will not be liable to you under any circumstances for any actions or inactions of third-party data brokers and/or such data broker websites, or Array's failure for any reason to exercise an effective opt-outs on your behalf.
- d. **Subscription Manager Premium.** The Subscription Manager Premium product offering is available as part of the Services and allows you to view, and with your authorization, receive assistance canceling your current recurring online subscriptions and/or memberships for various products you have purchased with applicable product providers. In order to cancel a subscription on your behalf you must provide us with certain information, which may include but is not limited to: the account holder's name, requestor's name and relationship to the account holder (if different), and respective address, phone numbers, email addresses, account number, the applicable password, pin number, or other security credentials to access the account, and any other specific information the provider may require for us to cancel the applicable subscription. 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 (including Plaid, Inc.), agents, the provider of the applicable subscriptions and otherwise as necessary in order to provide and track the Subscription Manager Premium product offering portion of the Services. The applicable subscription provider may require your verbal confirmation or additional information to verify that we (including our third-party service providers that assist in the provision of the Services) are acting as your agent. If this is the case, we will not be able cancel the applicable subscription until you provide the additional information or confirmation in accordance with the method required by the applicable provider. In

some instances, it may be necessary for our agents to represent to the provider that they are the account holder in order to perform the cancellation, and you consent to such representation for the sole purpose of performing the Services and applicable subscription cancellation.

- e. **Student Loan Aid.** The Student Loan Aid product offering may be available as part of the Services and could help lower monthly 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.
- f. **BuildCredit Savings-Secured Loan.** The BuildCredit Savings-Secured Loan (also known as BuildCredit Account) product offering from BuildCredit LLC, a wholly owned subsidiary of Array, may be available as part of the Services and could 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.
- g. **BuildCredit Rent.** The BuildCredit Rent product offering from BuildCredit LLC, a wholly owned subsidiary of Array, may be available as part of the Services and could 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.
- h. **Debt Navigator.** The Debt Navigator product offering may be available as part of the Services and analyzes your tradeline data to provide repayment plans, paydown schedules, and balance transfer activation features. Debt Navigator 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 Debt Navigator 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.
- i. **My Home Value.** The My Home Value product offering may be available as part of the Services, and includes a dashboard to estimate your estimated home value, accrued equity, and mortgage balances for educational purposes. My Home Value may also include the presentation of other home-related offers, resources, and services. My Home Value 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 the My Home Value 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.

## 5. CONSUMER AUTHORIZATION

- a. **Authorization to Obtain Information from Your Bank.** By subscribing to the Services, you authorize Array to obtain from your bank certain information for the limited purpose of providing the Services, including but not limited to, your name, payment account information, Social Security Number, address, date of birth, email, and phone number. You further authorize Array to securely retrieve your financial data, including account details, balances, and transaction history, from participating financial institutions that you choose to connect. Data obtained from the selected financial institutions will be used solely for the purposes described in these Terms and our Privacy Policy.
- b. **Authorization to Access Your Credit Files.** You understand that by clicking on the 'Subscribe', 'Upgrade', or similar button, and signing up for the Services, you are providing "written instructions" to Array 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 Services to you. You agree and hereby authorize Array, 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. Consent to obtain personal or credit data to fulfill the benefits of the Services shall be valid under the subscription for as long as the Services are provided to you. You waive any and all claims against Array, its third-party service providers, and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize Array, its third-party service providers, and its agents and employees to obtain various information and reports about you in order to provide the Services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.
- c. **Authorization to Act on Your Behalf.** By subscribing to the Services you agree that by accessing and/or using the Personal Info Protection Premium product and selecting "Remove Exposed Information" you authorize Array and its agents, servicers, and employees, to act as your personal representative in order to submit opt-out requests to data broker sites and to (i) obtain information on your behalf; (ii) submit your personal information to the data broker websites; (iii) communicate with the data broker websites or other third parties on your behalf; (iv) agree to applicable terms and conditions imposed by data broker websites; (v) complete and sign or execute documents on your behalf; (vi) and take other actions that we believe is reasonably necessary to complete an opt-out request from a data broker website or to provide the Personal Info Protection portion of the Services.
- d. **Authorization to Cancel Subscriptions.** You may only use the Subscription Manager Premium product offering portion of the Services for subscriptions that you have authority to make changes to with the applicable provider. By selecting 'Cancel for Me' and providing the applicable subscription account information to us, you grant us and our third-party service providers the authority to cancel your subscription and you represent and warrant that you have such authority. You will be liable for all fees incurred or damages that result from your use of the Services without the proper authority to do so and agree to indemnify us for any damages we may incur as a result.

## 6. THIRD PARTY SERVICE PROVIDERS

- a. The Services are accessed by you and provided to you in connection with third-party services and information that Array does not control. The Services are integrated and made available through your bank's online digital banking platform, include access to an integrated display of certain consumer data collected and compiled from various third-party data provider sources, and include third-party product offerings, such as identity insurance and restoration services. We may also use other third-party service providers to provide

the Services or to gather data and authenticate information regarding you, your device, and your accounts. In some instances, we may require you to accept third-party software tools and products through the Services. In addition to these Terms of Service, use of such third-party services may be governed by additional terms and conditions provided by the third-party service providers. Use or continued use of such third-party services after review of such additional terms shall constitute acceptance of such terms. Any information, data, services or products provided by third parties (integrated into the Services or otherwise), shall be provided "AS IS" without warranty of any kind by Array; and Array assumes no responsibility for, and specifically disclaims any liability or obligation with respect to third-party service providers.

## 7. FEES, RENEWAL, PAYMENTS, AND CANCELLATION

- a. **Subscription Fees.** By enrolling in the Services, you agree to the product and/or service offer details, including payment of a recurring monthly subscription fee amount, disclosed at the time of purchase. Unless otherwise notified in the sign-up process, your subscription will begin on the date you enroll and shall continue thereafter on a monthly basis ("**Subscription Period**") until cancelled. Notwithstanding anything herein to the contrary, Array may change the subscription fees at the end of the Subscription Period, provided that we first notify you by email or through the Services as required by applicable law.
- b. **Subscription Renewal.** When you subscribe to the Services, you understand that it is a subscription that automatically renews until cancelled. YOU AGREE THAT WE MAY AUTOMATICALLY RENEW YOUR SUBSCRIPTION AT THE END OF THE SUBSCRIPTION PERIOD FOR THE SAME DURATION OF TIME AS YOUR THEN-CURRENT SUBSCRIPTION PERIOD; PROVIDED THAT IF THE PRIOR SUBSCRIPTION PERIOD WAS ONLY A PARTIAL SUBSCRIPTION PERIOD DUE TO IT BEING YOUR FIRST SUBSCRIPTION PERIOD, THE AUTOMATIC RENEWAL SHALL BE FOR THE FULL SUBSCRIPTION PERIOD SELECTED IN THE SIGN-UP OR ENROLLMENT PROCESS.
- c. **Authorization to Charge for Services.** Array will charge the payment method you selected and authorized each month for the then-current applicable price for your subscription, plus applicable taxes. YOU AUTHORIZE ARRAY TO CHARGE YOU AT THE BEGINNING OF THE SUBSCRIPTION PERIOD AND EACH RENEWAL THEREAFTER, UNLESS YOU CANCEL YOUR SUBSCRIPTION PRIOR TO ITS RENEWAL DATE THROUGH THE PROCEDURES DESCRIBED IN THE SUBSCRIPTION CANCELLATION SECTION BELOW. You will not be charged more than the amount for which you purchased your subscription, including applicable taxes.
- d. **Payment Account.** If your payment account on file is closed or the account information is changed, or if, for any reason, a charge is rejected by your payment source, you shall immediately update your payment account or supply a new payment account, as appropriate. If you are unable to update the payment account with appropriate information, then we will suspend access to the Services, without liability, until valid payment account information is provided. Notwithstanding the foregoing, in the event your payment method is declined, or your payment source cannot process the subscription fee for any reason (such as insufficient credit or funds), we may, at our discretion, re-process the payments owed to the same payment source, or other authorized payment source you provide, in accordance with applicable law. If we are not able to process payment for the amount due hereunder, you agree to pay all amounts due upon our demand and will be solely responsible for any dispute with your payment method provider. We are not responsible for any overdraft or over-the-limit charges or bank fees triggered by your subscription fee being processed. If Array believes that you have participated in a fraudulent chargeback, Array may pursue claims against you to the fullest extent allowed by law.
- e. **Subscription Cancellation.** YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY SELECTING 'CANCEL' FROM WITHIN THE 'MANAGE ACCOUNT' SECTION WITHIN THE SERVICES. Upon cancellation, you will continue to have access to the products and services included in your subscription for the remainder of the

Subscription Period; provided that Array has received all fees related to the subscription during the Subscription Period and you are not in breach of this Terms of Service. After you cancel your subscription, we will not charge you any subscription fees after the expiration of your subscription. In any event, subject to the terms herein, you will be able to continue to use the Services throughout the remainder of the Subscription Period for which you have already paid. Any reactivation of a previously cancelled Subscription may result in a change to the start date of your next Subscription Period and may change the date on which you are charged.

- f. **Payment Processing.** Although Array is responsible for the fees charged to your provided payment method in accordance with these Terms of Service, we may use a third-party payment processor to process payments. Your credit card information or other payment method will be processed and stored by us or our third-party payment processor, as applicable, but may be changed from time to time. You expressly understand and agree that all payments and monetary transactions are handled by Array or its third-party service provider and its affiliates, the use of which shall be governed by the third-party's terms and conditions.
- g. **Payments, Taxes, Refunds, and Right to Suspend.** All fees are stated in United States Dollars and must be paid in United States Dollars. All fees due and payable under this Terms of Service are exclusive of taxes, which will be added at the prevailing rate from time to time. All fees due and payable by you to Array hereunder must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. The fees due hereunder are non-refundable. In the event fees are not paid in accordance with the terms and conditions set forth herein, Array may immediately suspend Services, without liability. You are responsible for all costs of collection, including without limitation reasonable attorneys' fees, for any payment default.

## 8. ERRORS, INACCURACIES, OMISSIONS AND PERFORMANCE

- a. Occasionally there may be information on the Services that contain typographical errors, inaccuracies, and/or omissions. We reserve the right to: (i) correct any errors, inaccuracies, and/or omissions; and/or (ii) make changes to content, descriptions, Services and/or other information without obligation to issue any notice of such changes, except as prohibited by law.

## 9. PROPRIETARY RIGHTS AND LICENSES

- a. **Ownership.** The Services, any content and/or products on the Services and the infrastructure used to provide the Services are proprietary to Array, our affiliates, and/or our third-party service providers. By purchasing a subscription to the Services and accepting this Terms of Service, Array grants you a limited, personal, nontransferable, nonexclusive, non-sublicensable, revocable right to access and/or use the Services and information provided therein pursuant to this Terms of Service.
- b. **Reservation of Rights.** The materials, headers, illustrations, graphics and/or any other content on the Services, as well as the organization and layout of the Services, are copyrighted and are protected by United States and international copyright laws and treaty provisions. Subject to the limited rights expressly granted hereunder, Array and/or its third-party service providers reserve all right, title and interest in and to the Services and content, including all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.
- c. **Feedback.** If you choose to submit any questions, comments, ideas, suggestions, inventions, or other information ("**Feedback**") to Array, such Feedback is non-confidential and will become the sole property of Array. Array will be able to use any Feedback for any purpose including the developing, creating and/or marketing of products or services and you acknowledge Array will give no credit or compensation to you and

you have no rights to the same. Array has no obligations to review any Feedback and may use and redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

#### **10. TERMINATION**

- a. We may suspend or terminate your subscription or your use of the Services at any time, for any reason or for no reason, including without limitation in the event that (i) you breach this Terms of Service; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause financial loss or legal liability for you, our third party service providers, or us. If you become dissatisfied with the Services, your only recourse is to immediately discontinue use of the Services and cancel your subscription. Upon termination, all rights granted to you will automatically terminate.

#### **11. USER VERIFICATION**

- a. Array may, in its sole discretion, verify a user's identity prior to allowing such user to access and/or use the Services. Array may, without liability, refuse to process and/or may cancel access to the Services, as reasonably deemed necessary, to comply with applicable law and/or to respond to a case of misrepresentation, fraud and/or known and/or potential violations of the law and/or this Terms of Service.

#### **12. GEOGRAPHIC RESTRICTIONS**

- a. Array is located in the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative, at your own risk, and are responsible for compliance with local laws.

#### **13. INDEMNIFICATION AND WAIVER**

- a. You shall indemnify, defend and hold harmless Array, its officers, agents, employees, contractors, subcontractors, suppliers, third-party service providers and representatives from and against any and all claims, demands, proceedings, losses, costs, damages, awards, fees, expenses, and/or liabilities of any nature ("**Claim**") arising out of and/or in the relation to (i) your violation of any law and/or the rights of a third party, (ii) any breach of this Terms of Service or the Privacy Policy by you and/or your representatives, (iii) your use of the Services, and/or (iv) fraud you commit and/or your intentional misconduct and/or negligence. You shall give prompt notice to Array upon your receipt of notice of any Claim against you which might give rise to a claim against Array.

#### **14. DISCLAIMER OF WARRANTIES**

- a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARRAY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WILL BE CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE ERROR FREE, WITHOUT INTERRUPTION, WILL ACHIEVE ANY INTENDED RESULT, OR THAT THE SERVICES, INCLUDING ANY CONTENT, DATA OR INFORMATION, WILL BE COMPLETE, ACCURATE OR VALID AND ARRAY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. ARRAY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON YOUR USE OF THE SERVICES. NO ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY YOU FROM ARRAY OR THROUGH YOUR ACCESS TO AND/OR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF SERVICE. ARRAY MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY THIRD-PARTY WEBSITE OR APPLICATION, THIRD-PARTY

SERVICES LISTED ON OR ACCESSIBLE TO YOU THROUGH THE SERVICES, INCLUDING ANY THIRD-PARTY SERVICES INTEGRATED INTO THE SERVICES.

#### **15. LIMITATION OF LIABILITY**

- a. YOUR USE OF THE SERVICES AND CONTENT, DATA AND INFORMATION IS AT YOUR OWN RISK. IN NO EVENT SHALL ARRAY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, SUPPLIERS AND/OR THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ARRAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY ARRAY, ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, IN SUCH STATES, ARRAY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ARRAY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES IS LIMITED TO THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID FOR THE SERVICES IN THE PRECEDING SIX (6) MONTHS OF YOUR CLAIM.

#### **16. NO PROFESSIONAL ADVICE**

- a. We are not a credit repair organization, credit counselor, or financial or legal advisor as defined under federal or state law. The Services are not intended to, and do not, constitute legal, professional, or financial advice, and are not 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 are not authorized to provide any such advice or make any claims of guaranteed savings, debt settlement benefits, or representations of expected results. No written or verbal statement from our representatives shall supplement or amend this Terms of Service. We do not guarantee that any savings, settlement, or particular outcome will be achieved through the Services.

#### **17. NO GUARANTEE**

- a. We do not guarantee that the information we present as part of the Services, including credit report or credit score information, is the same information that may be used or reviewed by a third party to assess your creditworthiness, eligibility for any particular product or service, or for employment. We do not represent or guarantee the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Services. You acknowledge that any reliance upon any such information shall be at your sole risk.
- b. Privacy Info Protection. We do not guarantee that in connection with your use of the Privacy Info Protection Premium product offering that we will find your online personal information within any third-party data, or that all data broker websites will be scanned. We do not guarantee that the Services will be effective, or that an opt-out request will be honored or responded to by the relevant data-broker websites. We do not guarantee that an opt-out request will prevent all or any future uses or disclosures of your online personal information by a data broker website, or that we will identify all instances of your online personal information that is eligible for opt-out, or that the data broker websites will not retain copies of your online personal information. Some of the data broker websites may have multiple databases and may acquire and aggregate personal information about individuals on an ongoing basis. The opt-out request we submit on your behalf

may not be effective for all sources of online personal information maintained by the data broker websites, or for online personal information acquired by the data broker websites after the opt-out request. In addition, we may not locate all entries or the correct entries of your online personal information that are eligible for opt-out. Not all data broker websites offer the same type of opt-out options. Further, in some instances, even if we are able to effectively submit an opt-out request on your behalf to a data broker website, that data broker website may still maintain your online personal information in its records and may fail to honor or properly respond to an opt-out request. You understand and agree that Array is not responsible for the actions or inactions of any of these data broker sites, and that Array makes no representations, warranties or guarantees related to such data broker sites. You expressly agree that Array will not be liable to you under any circumstances for any actions or inactions of these data broker sites, or for Array's failure for any reason to exercise effective opt-outs on your behalf.

- c. Student Loan Aid. We do not guarantee that the Student Loan Aid Services will be effective, result in any specific outcome, or that we will identify all payment modification options available to you. Further, you understand and agree that Array is not responsible for the actions or inactions of any third party and that Array makes no representations, warranties, or guarantees related to such third parties.

## 18. LINKED SITES

- a. The Services may provide links to various other independent third-party websites ("**Linked Sites**") that may be of interest to you and are for your convenience only. Array does not control and/or endorse such Linked Sites and is not responsible for their content nor is it responsible for the accuracy and/or reliability of any information, data, opinions, advice or statements contained within such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites at your own risk. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Linked Site that you visit. Array reserves the right to terminate any link at any time and disclaims all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials or information contained on such Linked Sites.

## 19. COMMUNICATIONS

- a. By using the Services, you agree to receive certain communications in connection with such access and use. When you access and/or use the Services, you are communicating with us electronically, and you consent to receive communications from us electronically including but not limited to notices related to the Services provided to you via email and through the Services. You agree that all agreements, notices, disclosures and/or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting us. If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal.

## 20. DISPUTE RESOLUTION

- a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without resort to the conflict of law principles thereof. Except as it relates to Array's efforts to collect unpaid Fees, any controversy, claim or dispute between the parties arising out of or relating to this Terms of Service or the breach, termination, enforcement, interpretation, conscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, such controversy, claim or dispute shall be resolved by mandatory, binding arbitration, rather than in court. The parties agree that the arbitration

shall be administered by the American Arbitration Association (AAA), or other nationally recognized arbitrator as agreed upon by the parties and the parties shall be bound by any and all rules of AAA or other mutually accepted rules and any award/decision rendered. 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. 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. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not any attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration as required herein, 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. Binding Arbitration means that both parties give up the right to a trial by a jury or to use the court system except to enforce this section. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination.

## **21. CALIFORNIA USERS**

- a. Under California Civil Codes, California residents are entitled to additional specific consumer rights information. To file a complaint regarding the Services or to receive further information regarding use of the Services, including to cancel your Services, please contact us at Array US, Inc., 2200 N. Federal Hwy., Suite 217, Boca Raton, FL 33431, or call us toll free at (833) 742-0200, or email us at [compliance@array.com](mailto:compliance@array.com). You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210.

## **22. MISCELLANEOUS**

- a. You may not assign your rights and/or obligations under this Terms of Service to any other party without our prior written consent. We may assign our rights and/or obligations under this Terms of Service to any other party at our discretion. If any provision and/or term of this Terms of Service shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them. If an applicable law is in conflict with any part of this Terms of Service, this Terms of Service will be deemed modified to conform to the law and the other provisions will not be affected by any such modification. No waiver by either you and/or Array of any breach and/or default and/or failure to exercise any right allowed under this Terms of Service is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under this Terms of Service. All provisions in these Terms of Service regarding representations and warranties, indemnification, disclaimers, and limitation of liability will survive the termination of this Terms of Service.

## **23. CONTACT US**

- a. If you would like to request additional information regarding this Terms of Service or if you have feedback about our Services, or need support regarding the Services please contact us at [compliance@array.com](mailto:compliance@array.com) or (833) 742-0200.

#### 24. IMPORTANT CONSUMER NOTICES

- a. **Notice Required by Law.** The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA: [www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0096-fair-credit-reporting-act.pdf](http://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0096-fair-credit-reporting-act.pdf). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552. You understand and agree that Array is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act.
- b. **Removal of information.** ONLY THE CREDIT BUREAUS CAN REMOVE OR CORRECT INACCURATE, UNVERIFIABLE, OR OUTDATED INFORMATION, FROM A CREDIT REPORT(S), WHICH HAS NOT BEEN CLAIMED TO BE ACCURATE BY THE CREDITOR WHO SUBMITTED THE INFORMATION TO THE CREDIT BUREAUS. YOU MAY CONTACT THE CREDIT BUREAUS DIRECTLY TO HAVE ANY INACCURATE INFORMATION CORRECTED AND, IF APPROPRIATE, REMOVED BY THE CREDIT BUREAUS TO THE EXTENT REQUIRED UNDER APPLICABLE FEDERAL AND STATE LAWS, INCLUDING THE FAIR CREDIT REPORTING ACT. THEREFORE, IT IS IMPORTANT THAT YOU REALIZE THAT WE CANNOT, NOR CAN ANY CREDIT REPAIR/CARE SERVICE REMOVE INFORMATION FROM YOUR CONSUMER CREDIT PROFILE.
- c. **Privacy Notice.** The information you provide may also be subject to additional terms. For example, the information we collect when you subscribe to the Services is subject to additional terms detailing how we use and share your information, which can be found at <https://array.pactsafe.io/#glba>.
- d. **FCRA Disclosure.** The Fair Credit Reporting Act (FCRA) allows you to obtain from each national credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided through the Services are not intended to constitute the disclosure of information by a credit reporting agency as required by FCRA or similar laws.
- i. Under FCRA you are entitled to receive an annual free disclosure of your credit report from each of the national credit reporting agencies (i.e. Experian, Equifax and TransUnion). To obtain the free reports, you can: (A) visit <https://www.annualcreditreport.com/>, (B) call 1-877-322-8228, or (C) complete the [Annual Credit Report Request Form](#) and mail it to: Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281.
  - ii. You are also entitled to receive a free copy of your credit report from a credit reporting agency if: (A) You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency; (B) You have been denied a house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a credit report provided by such agency; (C) You certify in writing that you are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which you made such certification; (D) You certify in writing that you are a recipient of public welfare assistance; or

(E) You certify in writing that you have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

- iii. FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information to dispute inaccurate or incomplete information in your credit file maintained by the credit reporting agencies.
- iv. In addition, if you reside in the state of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, you are entitled to receive a free copy of your credit report once a year and if you reside in the state of Georgia, you are entitled to receive a free copy of your credit report twice a year. If you are a resident of Mississippi, then beginning in 2016, you are entitled to free credit reports for three (3) years. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.
- v. Any credit report you receive through the Services is not intended to constitute the disclosure of information required by FCRA or similar state laws.