

MyCredit Manager Addendum to MSA

The provision of MyCredit Manager by Company to Client pursuant to the MyCredit Manager terms and conditions set forth below (the **"MYCM Terms"**) 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 MYCM Terms and the terms of the MSA or Order conflict or are inconsistent, these MYCM Terms shall govern and control strictly as it relates to the provision of MyCredit Manager provided by Company.

1. MYCM Terms.

- a. These MYCM Terms apply to the MyCredit Manager products and services provided to Client (referred to herein collectively as the **"MYCM Services"**). These MYCM Terms form a contract (the **"Addendum"**) that governs the relationship between Array US, Inc. and its Affiliates (referred to herein as **"us"** or **"our"**) with any individual, including Subscribers, or business (referred to herein as **"you"** or **"Client"**) that accesses, uses, requests, or receives the MYCM Services. Our third-party providers are third-party beneficiaries to this Addendum.
- 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 MYCM Services, and should be read together with the MSA, applicable Order, and this Addendum. By using the MYCM Services, you are agreeing that we may use information collected through the MYCM Services in accordance with the Privacy Policy.
- c. The Services are made available to you only on the condition that you agree to be bound by the current MYCM Terms, including all restrictions provided herein. If you do not agree, do not access or use the MYCM Services. The following apply to access to, and use of, the MYCM Services:
 - i. You may only use the MYCM Services in compliance with these MyCredit Manager 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 this Addendum 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 MYCM Services;
 - iii. By using the MYCM Services, you are representing that you have the legal capacity and authority to enter into this Addendum, and that you have reviewed, understand, and accept this Addendum without limitation or qualification;
 - iv. If you are accepting this Addendum 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 MYCM 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 MYCM Services.
- d. We may modify the Addendum 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 MYCM Services after any such changes indicates your acceptance of the modifications. 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. 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 the information 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.

3. Obligations under the 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). 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 as defined in Section 5):
 - i. Client must not use the following terms, "improve," "enhance," "boost," "raise," or "increase" in the same phrase as "score" or "rating,"
 - ii. Client must not use the phrases "credit repair," "credit rebuilding," "credit fix," "repair your credit," "fix your credit," or combinations of those words.
 - iii. 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.
 - iv. 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.
 - ii. 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.
- b. 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.

- c. Client Website. 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, or (ii) deliver a Company hosted website to be developed and managed by Client. In either instance provided herein, Client shall be fully responsible for website compliance with all Applicable Laws, rules, and regulations including but not limited to those relating to terms of use, privacy policies, and ADA accessibility. 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 other 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 "MYCM Disclosures"). Such Subscriber MYCM 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 MYCM Disclosures (samples provided below) may be amended and/or updated by the Company, or as required by a Data Provider or Contractor 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 MYCM Disclosures and the verbiage therein as Company, or a Data Provider or Contractor, may request.

- b. Sample Subscriber MYCM 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, 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). This information is required in order to verify your identity, charge you the agreed upon fees for our products and services, 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. Payment for MYCM Services.

- a. All amounts payable under this Addendum are subject to the terms provided in the MSA and exclusive of all sales, use, value-added, withholding, and other taxes and duties. You are responsible for paying any such taxes and duties assessed in connection with this Agreement by any authority within or outside of the U.S., except for taxes payable on our net income.

7. Disclaimers.

- a. The MYCM 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 MYCM 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 this Addendum. We do not guarantee that any savings, settlement, or particular outcome will be achieved through the MYCM Services.

8. 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) subscription or billing status; (b) password ID/account lockouts; (c) questions regarding your products and features; and (d) issue triage to determine if any issues involve 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 comprehensive 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 Products.

9. Offers Place.

- a. Service Description. The Offers Place Service may be available as part of the MYCM Services, and allows Clients to surface advertisements, linked offers, recommendations, and other offers for financial or consumer products or services (collectively, "Offers") to Subscribers. Offers may be selected or ranked using limited consumer report information, subject to the requisite Consumer Authorization (as defined herein).

b. Client Obligations.

- i. Client will request Offers only for a Subscriber who has an open and existing account with Client. Before any request, Client will obtain Subscriber's clear, conspicuous, explicit written instructions authorizing use of that Subscriber's credit information solely to present Offers ("Consumer Authorization"). The Consumer Authorization must be presented upfront, separate from general terms, before any call-to-action, and without bundling any authorization for other uses or third-party sharing. Client will retain each Consumer Authorization for at least five years after the related request and provide it to Company promptly on request.
- ii. Unless approved by Company in writing, Client will not, and will not permit any person to: (i) merge, commingle, or combine Offers Information with any other data, consumer report, credit information, or data-provider product; (ii) use it for a credit or insurance application, origination, underwriting, preapproval, prequalification, account review or collection, employment, eligibility decision, adverse action, or any purpose other than presenting the authorized Offer, even with separate consumer permission; (iii) reuse, sell, license, disclose, distribute, publish, archive, reproduce, modify, derive, reverse engineer, or make it available to any third party; (iv) export it outside the United States; or (v) use it to identify or target another creditor's or insurer's customers, tailor an Offer based on the presence of a particular creditor, insurer, tradeline, inquiry, or related criterion, or store information identifying a Subscriber as having an account with a particular creditor or insurer. Third-party disclosure requires the data provider's case-specific written approval and the Subscriber's authorization.
- iii. Client exclusively determines and approves each Offer, targeting or eligibility criterion, placement, disclosure, communication, and call to action. Client is solely responsible for Offer content, accuracy, legality, fairness, substantiation, licensing, pricing, availability, delivery, fulfillment, servicing, cancellation, consumer support, third-party links and providers, and compliance with all laws governing consumer reports, privacy, data protection, advertising, marketing, telemarketing, unfair or deceptive acts or practices, fair lending, discrimination, intellectual property, and consumer protection. Client will not state or imply that Company or any data provider sponsors, recommends, guarantees, approves, or is the offeror or decision-maker for any Offer.
- iv. Unless approved by Company in writing, Client may retain Offers Information for no more than sixty (60) days and only for the permitted use, after which Client will permanently delete it under a documented deletion process. Client will not retain screenshots, logs, archives, derived records, or other copies that permit reconstruction beyond the permitted sixty (60) day retention period.

c. Sole Responsibility Assumption of Risk and Indemnification.

- i. NOTWITHSTANDING ANY CONTRARY TERM IN THE MSA OR AN ORDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY, RISK, AND LIABILITY FOR EVERY OFFER SURFACED, DISPLAYED, LINKED, SELECTED, RANKED, COMMUNICATED, ACCESSED, ACCEPTED, DENIED, SERVICED, OR FULFILLED THROUGH OR IN CONNECTION WITH OFFERS PLACE, INCLUDING ALL ACTUAL OR ALLEGED CONSUMER, REGULATORY, COMMERCIAL, PRIVACY, CREDIT-REPORTING, FAIR-LENDING, DISCRIMINATION, ADVERTISING, INTELLECTUAL-PROPERTY, SECURITY, AND THIRD-PARTY-PROVIDER EXPOSURE.

- ii. Client will indemnify, defend, and hold harmless Company, its Affiliates, its data and service providers, and each of their officers, directors, members, employees, agents, representatives, and vendors from and against every claim, demand, action, investigation, inquiry, order, fine, penalty, settlement, judgment, loss, liability, damage, cost, and expense, including reasonable attorneys' fees, arising out of or relating to: (i) any Offer or related product, service, link, provider, criterion, decision, communication, or transaction; (ii) Client's or its personnel's, agents', Affiliates', Subscribers', or providers' access to or use, misuse, disclosure, retention, or security of Offers Place or Offers Information; (iii) any Consumer Authorization or alleged failure to obtain, retain, honor, or evidence it; (iv) Client's breach of section 9 of this Addendum, the MSA, an Order, Applicable Law, or a data-provider requirement; or (v) any allegation that an Offer or Client-provided content is inaccurate, misleading, unlawful, discriminatory, infringing, unavailable, or not honored or fulfilled.
- iii. Client's obligations under Section 9 of this Addendum are independent of, uncapped by, and excluded from every limitation of liability, damages exclusion, exclusive remedy, or other risk allocation in the MSA or an Order, and apply whether a matter is asserted by a Subscriber, regulator, government authority, offer provider, Data Provider, or other person. This Section survives expiration or termination.

10. Miscellaneous.

- a. Our Contractors are third party beneficiaries to this Addendum. No provision of this Addendum provides any other person or entity not a party to this Addendum with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.
- b. The headings contained in this Addendum are for reference purposes only and shall not affect in any way the meaning or interpretation of this Addendum.
- c. This Addendum, including the MSA and any applicable Order, constitutes the entire agreement between you and us regarding the MYCM 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. This Addendum can only be amended by us, as provided in this Addendum or the MSA. No written or verbal statement, advertisement, or product description will contradict, interpret, or supplement this Addendum.
- d. This Addendum 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 this Addendum, the English version shall prevail.