

## **Terms and Conditions**

THE TERMS AND CONDITIONS BELOW CONTAIN AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER.

Welcome to creditoptimizer Dashboard (herein referred to as "creditoptimizer"), powered by ScoreNavigator, Inc. ("SNI") and a corporate affiliate of TransUnion of Canada, Inc. ("TransUnion"). SNI, TransUnion and any such are referred to as herein collectively as, "we", "us" and "our". creditoptimizer is subject to your provider's online terms and conditions. In addition, by accessing and using creditoptimizer, you agree to be bound by the below Terms and Conditions.

creditoptimizer is provided to you subject to your agreement to be bound by these terms and conditions of use ("Terms and Conditions"). YOU MUST ACCEPT THE TERMS AND CONDITIONS BELOW BEFORE YOU WILL BE PERMITTED ACCESS TO SCOREOPTIMIZER. IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE SCOREOPTIMIZER.

### **Eligibility and Availability**

creditoptimizer is offered to select accountholders only. To access creditoptimizer, you must have already enrolled in your provider's online secure account management website and accepted the online terms and conditions. You will not have access to creditoptimizer if you do not have access to your provider's online account management website. creditoptimizer is only available if we can match your personal information with your credit file. If TransUnion cannot match you to its credit database or is otherwise unable to generate your credit score, you will not be able to use all or part of this service until such time as you have built a credit sufficient history. We may terminate access to creditoptimizer for any reason and without notice. You may ask to cancel your enrollment at any time, by contacting your provider. Your cancellation will be effective after your provider has a reasonable time to process it. Upon cancellation, you will lose access to creditoptimizer, including any credit data and analyses that have been displayed to you in the past.

### **Consent to Obtain Credit Information**

In order to deliver creditoptimizer to you, we must obtain your credit file and other information. You hereby authorize SNI to access your credit file from TransUnion and exchange certain information about you in order to verify your identity and provide you creditoptimizer. Each time you access creditoptimizer, you are providing "written instructions" as set forth in the applicable provincial consumer reporting legislation for SNI to obtain your consumer credit report from TransUnion, a consumer reporting agency.

### **TransUnion Credit Score**

The credit score provided is your Trans Risk Score, which is a model created by TransUnion. The Trans Risk Score predicts credit risk. Specifically, it measures the probability that a person will pay his or her debts on time. There are many different credit scores in the marketplace based on different models with different scoring ranges and lenders use a variety of different credit scores to make credit decisions. The scores provided by creditoptimizer are for educational/informational purposes only and are not intended for use by lenders. The credit score provided through creditoptimizer may not be the same score used by your lenders or other commercial users to make credit decisions about you. creditoptimizer can only evaluate the account information that appears on your TransUnion consumer credit report. Accounts not reported to, or subsequently deleted from, your TransUnion consumer credit report will not be reflected in your score. SNI does not maintain your credit report information and is not able to make any changes to it. SNI cannot initiate any disputes on your behalf. Neither SNI nor TransUnion is responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in your credit report.

Credit alerts, TransUnion credit reports and credit scores are available as part of creditoptimizer, but are subject to a refresh frequency limit determined by your provider.

### **Simulations**

creditoptimizer has a Target Score Simulator and a Money Calculator, that estimates how certain changes in your credit behavior may impact your credit score. These Simulators shows how these changes impact the credit score displayed on creditoptimizer, which is the TransRisk credit score. Simulated scores and score changes simulated by creditoptimizer are only predicated estimates. Neither TransUnion nor SNI guarantee that your actual credit score will change by the same amount, in the same way, or at all.

### **Not a Credit Repair Tool**

TransUnion and SNI are not credit repair or credit counseling organizations or similarly regulated organization under other applicable law, and do not provide credit repair advice. creditoptimizer is not a credit repair tool and SNI makes no representation or promise that it will improve your credit record, credit history or credit rating or provide you with any assistance in that regard.

### **Communications**

You agree to receive, in electronic form, these Terms and Conditions and all other commercial electronic messages regarding creditoptimizer, and complimentary products and services offered by SNI or our third party business associates (such as, financial institutions, telecommunications companies, retailers, insurance companies, real estate companies). You can withdraw consent to allow SNI or our third party business associates to send you commercial electronic messages by making use of the unsubscribe mechanism included in a promotional email you receive from us or a third party business associate or by contacting us as outlined below (see "Notices").

As part of the creditoptimizer service, we may send you credit alerts by email, text message or telephone. You consent to receive these communications and any other service-related electronic messages. If you unsubscribe for marketing commercial electronic messages, you will continue to receive service-related electronic messages,

### **Right To Receive A Free Credit Report**

The credit and personal information provided to you as part of the creditoptimizer service does not constitute a "consumer disclosure" for the purposes of applicable consumer reporting legislation. By law, you are entitled to receive a free copy of your consumer disclosure from each of the national credit reporting agencies by contacting them directly. For more information visit [www.transunion.ca](http://www.transunion.ca).

### **New Features**

We may, from time to time, introduce new features to creditoptimizer or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

### **Intellectual Property**

The images, text, screens, web pages, materials, data, content and other information ("Content") used and displayed on creditoptimizer are the property of SNI or its licensors and are protected by copyright, trademark and other laws. In addition to our rights in individual elements of the Content within creditoptimizer, SNI owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from creditoptimizer for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted,

reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of SNI or the owner of the Content.

### **Disclaimer of Warranties and Liabilities**

SCOREOPTIMIZER, INCLUDING ALL CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH SCOREOPTIMIZER, IS PROVIDED TO YOU "AS IS".

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER SNI NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH SCOREOPTIMIZER, THAT A USER WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO SCOREOPTIMIZER, PRODUCTS OR SERVICES OR THAT SCOREOPTIMIZER, PRODUCTS OR SERVICES WILL BE ERROR-FREE.

IN ADDITION, SNI AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND INFORMATIONAL CONTENT.

THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF SCOREOPTIMIZER, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK.

BY USING SCOREOPTIMIZER, YOU ACKNOWLEDGE AND AGREE THAT NEITHER SNI NOR ITS AFFILIATES HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO SCOREOPTIMIZER, CONTENT, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

### **Release**

You agree to release, discharge and hold creditoptimizer harmless from any and all claims, losses, damages, obligations, or liabilities, directly or indirectly relating from your use of the creditoptimizer Dashboard. In no event shall SNI be liable for any direct, incidental, special, punitive or consequential damages however caused arising out of your use, or inability to use, the creditoptimizer Dashboard.

### **Privacy Policy**

By accessing creditoptimizer, you are consenting to the collection, use and disclosure of your personal information in accordance with our Privacy Statement. Our privacy statement can be reached from the Privacy Policy link located in the footer of each creditoptimizer page.

### **Applicable Law**

The laws applicable to the interpretation of these terms and conditions shall be the laws of the Province of Ontario and applicable federal law, without regard to any conflict of law provisions. SNI can provide credit information only for individuals who have established credit in Canada. If you choose to access creditoptimizer from outside Canada, you do so at your own initiative and are responsible for compliance with local laws.

### **Policy Regarding Children**

We define children as individuals under the age of majority in their Province of residence. creditoptimizer is not intended for the use of children and we do not intend to collect information about children through

creditoptimizer. Furthermore, you must have reached the age of majority in your Province of residence to access creditoptimizer.

### **Policy on Links to Third Party Web Sites**

creditoptimizer may contain links to third party web sites. SNI does not represent, guarantee, or endorse any web site that you may access from this web site. In addition, if we provide a link to a web site, we do not represent, guarantee, or endorse the company or any of its offerings. Links contained on this web site are provided solely as a convenience to you. When you access a non- SNI web site, please understand that the linked site and its content are not under our control. SNI is not responsible for web casting or any other form of transmission received from any linked sites. You are responsible for protecting your system from viruses and other invasive items.

### **Notices**

You should send any notices or other communications regarding creditoptimizer, including products or services accessed through creditoptimizer, to ScoreNavigator, Inc., 199 E. Clinton St, Gray, GA 31032.

Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your personal information, please go to "My Account" and then to "My Information."

### **AGREEMENT TO RESOLVE DISPUTES BY BINDING INDIVIDUAL ARBITRATION**

THIS SECTION IS AN AGREEMENT TO ARBITRATE DISPUTES ("ARBITRATION AGREEMENT") THAT MAY ARISE AS A RESULT OF YOUR ACCESS TO AND USE OF SCOREOPTIMIZER, YOUR USE OF THE PRODUCTS OR SERVICES ACCESSED BY CREDIT VIEW, AND/OR THESE TERMS AND CONDITIONS.

Except where prohibited by law, you agree that any dispute, claim or controversy ("Claim") between you and SNI or TransUnion, their respective parent, agents, contractors, employees, officers or assignees, arising out of or relating in any way to your access to and use of creditoptimizer, your access or use of any product or service accessed through creditoptimizer, and these Terms and Conditions, or in respect of any legal relationship associated with or derived from these Terms and Conditions, including, without limitation, tort and contract claims, claims based on any federal, provincial or local statute, law or regulation must be resolved exclusively by private and confidential binding arbitration, to the exclusion of the courts.

YOU UNDERSTAND AND AGREE THAT SUCH CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM, DISPUTE OR CONTROVERSY MAY BE CONSOLIDATED WITH A DISPUTE OF ANY OTHER PERSON IN ARBITRATION, OR RESOLVED ON A CLASS-WIDE BASIS BY A CLASS ACTION OR OTHER PROCEEDING AND YOU HEREBY WAIVE YOUR RIGHT TO COMMENCE OR PARTICIPATE IN ANY SUCH COLLECTIVE OR REPRESENTATIVE PROCEEDING. Unless a different procedure is required by applicable law, the arbitration will be conducted before a single arbitrator pursuant to the ADRIC Arbitration Rules of the ADR Institute of Canada (the "ADRIC"). The place of mediation shall be Toronto, Ontario. The language of the arbitration shall be English.

You understand and agree that before you take a dispute to arbitration under this Agreement, you must first contact our customer account representatives and give us an opportunity to resolve this dispute. Similarly, before SNI takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty (60) days from the date you or SNI is notified by the other of a dispute, either party may then contact the ADRIC in writing and request arbitration of the dispute. Information about the arbitration process and the ADRIC's arbitration rules and its fees are available from the ADRIC on the Internet at <http://www.amic.org/>.

This Arbitration Agreement and any proceedings hereunder shall be governed by the *Arbitration Act, 1991* (Ontario) as amended or replaced from time to time.

In the event of a conflict between the applicable arbitration rules and this Arbitration Agreement, this Arbitration Agreement shall govern. To the extent that the class action and collective action waivers contained herein are rendered invalid or unenforceable by applicable law as to any Claims, this Arbitration Agreement shall not apply to such Claims and thus we may elect to proceed exclusively in court. If any other provision of this Arbitration Agreement should be found invalid or unenforceable, such a determination shall not affect the enforceability of the remaining provisions, which shall remain and continue in full force and effect. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

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