

You agree that by creating an account with Business Tradeline Help (“BTH”), or accessing or using our Services and Websites (as defined below), you represent to BTH that you have read, understood, and expressly consent and agree to be bound by this Terms of Use Agreement, and the terms, conditions, and notices contained or referenced herein (“Agreement”) whether you are a “Visitor” (which means that you simply browse or access a Website), or a “Customer” (which means that you have created an account with BTH, or enrolled or registered with a Website, or are accessing or using a Service).

At Customer’s election, Customer may, from time to time, request, receive, and BTH may provide, free services or services subject to a fee, whether a recurring fee or a one-time transactional fee (each a “Service”), and Customer’s receipt and use of such Services shall, at all times be subject to this Agreement. The Term “Service” includes, but is not limited to, the provision of any of Nav’s products and services, including consumer credit report(s), consumer credit risk score(s), commercial credit report(s), commercial credit risk score(s), consumer credit monitoring, commercial credit monitoring, consumer and commercial credit score monitoring and tracking (including all the data contained therein), the receipt of any alerts notifying you of changes contained in your consumer and/or commercial credit report(s), regardless of the manner in which you receive the Services, whether by email, through a website or mobile application, by telephone, or through any other mechanism by which the Service is delivered or provided to you. The term “you” or “User” refers to a visitor or Customer. For purposes of this Agreement, the terms “we,” “us,” or “BTH” refer to Business Tradeline Help, and referred to as BTH on the Websites, its predecessors in interest, successors and assigns, and any of its third party service providers (including, without limitation, cloud service providers and credit data providers) who BTH uses in connection with the provision of the Services to you.

THE SERVICES AND WEBSITES ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ORDER OF, ACCEPTANCE OF, USE OF, AND/OR ACCESS TO, THE SERVICES AND WEBSITES CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH

ANY OF THESE TERMS OR CONDITIONS, DO NOT ORDER, USE OR ACCESS ANY SERVICES AND WEBSITES, OR ANY OF THE INFORMATION WITHIN THE SERVICES AND WEBSITES, DISCARD ANY INFORMATION YOU RECEIVED IMMEDIATELY AND CALL CUSTOMER CARE TO CANCEL YOUR MEMBERSHIP.

PERMISSIBLE PURPOSE AND CONSENTS

You understand and agree that, by establishing an account with BTH, or submitting or enrolling for any Service, you have provided “written instructions” in accordance with the Fair Credit Reporting Act, as amended (“FCRA”), for Nav to obtain your credit report and/or credit score(s) on a recurring basis to provide them to you while you have an account with BTH, and such information may be obtained from Experian Information Solutions, Inc., TransUnion, LLC, and/or Dun & Bradstreet, Inc. (“Credit Bureaus”) or any other credit reporting company. You understand and agree that, pursuant to such authorization, BTH may access your credit profile, including without limitation, your credit report, credit score(s) and other related information, to, among other things, verify your identity and to provide credit monitoring, credit scoring, credit score monitoring and tracking, or alerts for, among other things, dormant accounts, new accounts, inquiries, other changes to information contained in your credit report. You understand and agree that, by establishing an account with BTH, you have provided express consent to receive credit monitoring, credit scoring, credit score monitoring and tracking and/or alerts via SMS text at the number provided during account creation. You understand and agree that BTH may, from time to time, provide additional products, services, features, and/or functionality to you, and that they shall be offered pursuant to the same authorization that you provided to BTH for BTH to obtain your credit report and/or credit score(s) on a recurring basis to provide them to you to review while you have an account with BTH.

You further understand and agree that, by establishing an account with BTH, or submitting your order or enrolling for any Service, you have provided “written instructions” in accordance with the FCRA for BTH to obtain and use the information you have provided, and your credit report(s) and/or score(s) to notify you of credit opportunities and other products and services that may be available to you through BTH or through unaffiliated third parties (as explained in the section below entitled “General

Description of Services”). You understand and agree that BTH receives compensation for the marketing of credit opportunities or other products or services available through third parties, and that this compensation may impact how and where such credit opportunities, products or services appear on a Website (including, for example, the order in which they appear).

AMENDMENTS

This Agreement may be updated from time to time. Online customers should check this website regularly for updates to this Agreement and the included Terms and Conditions. Each time you order, access or use any of the Services and Websites, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Agreement and included Terms and Conditions.

Last Revision Date: 12/21/2021

GENERAL DESCRIPTION OF SERVICES

The Services and Websites are meant to provide you a means to review your personal and business finance and/or credit information for educational purposes only, and to manage if and to the extent you so choose, and may notify you of commercial credit opportunities and other products and services that may be available to you and your business entity through BTH or through third parties (such as, among other things, advertisements or offers for available credit cards, loan options, business products or services, or credit related products or services and other offers to you and/or your business entity, the ability to track and collect certain credit information specific to you and/or your business entity, including but not limited to, credit score, loan and credit card monthly payment, total amount and interest rates). The Services and Websites are meant for you and your business’s use only. The Services and Websites may also provide you other third-party products or services. This includes receiving offers free of charge for various credit or other financial products or services based upon your self-identified credit attributes, the attributes of your business entity (and/or your consumer report and credit score and business entity’s commercial credit report and score). These offers may also be generic and may not contain offers based on information specific to you or your business entity.

We will identify those Services that are provided to you free of charge. Some of the Services (including Premium and Premium Plus) require a fee at the time of Service purchase or enrollment. By purchasing such Services and providing payment information, you represent that you are authorized to utilize the payment method presented and agree to pay the specified fee for paid Services, including any method offered or used through a mobile application. Furthermore, you agree and authorize Nav to: (i) submit a transaction using the card information provided, (ii) in the case of automatic recurring transactions, submit a transaction on a recurring basis (e.g. monthly or annual basis) for membership renewals.

If at any time while you have a paid account with BTH, you may choose to downgrade your membership to a different Service plan, including a free Service. You may downgrade your account by contacting Customer Support or by using any other method specified on the Websites. For the sake of clarity, downgrading your account will not cancel your membership. To cancel your account in its entirety and no longer receive Services, you must cancel your account by contacting Customer Support or by using any other method specified on the Websites and expressly cancel your account to no longer receive such Service. In all events, your account with BTH, (including your access to and use of any Services and Websites, and regardless of whether you upgrade or downgrade any Services while maintaining your account), shall be governed by this Agreement and these Terms and Conditions.

You acknowledge and agree that BTH (including its Services and/or Websites) has not and does not provide you or your business entity, legal, tax, financial, or other advice (including, without limitation, advice on how to improve or repair your credit or credit scores), and that its Services and/or Websites are not designed or intended to provide any such advice. As discussed above, and for your convenience, we may provide various other third-party websites that may be of interest to you. The third party offers or links that may be displayed on a Website are from third party companies from which BTH may receive compensation. Compensation may impact how, where or whether a third party product, service or link appears on a Website. Further, BTH does not represent, warrant or guarantee approval of any loan offer or service offered by a third party on any Website or other benefit should you choose to apply for a particular offer. Any suggestion or representation of possible approval are for illustrative purposes only

and may vary based on your individual and business entity's financial circumstances and the terms made available to you by the applicable issuer or lender. BTH disclaims all liability for any errors or omissions in any express or implied suggestions or representations related to possible approvals or benefits made by BTH or its marketing partners. For complete information on any particular offer, see the terms and conditions on the issuer or lender's website. Once you click apply for any offers, you will be directed to the issuer or lender's website where you may review the terms and conditions of the applicable opportunity or offer before applying.

While BTH uses reasonable efforts to present the most accurate information, we show a summary to help you choose a third party service, not the full legal terms. BTH does not control or endorse such websites and is not responsible for their content, nor is it responsible for the accuracy or reliability of any information, data, opinions, offers, advice, or statements contained within such websites, nor can BTH guarantee your and/or your business entity's eligibility to take advantage of any of the information, data, opinions, offers, advice or statements contained within those websites. Please carefully read the terms and conditions or terms of use policies of any other third party company or website you may link to from our Websites. If you decide to access any of the third party sites linked to the Websites, you do so at your own risk. BTH reserves the right to terminate any link or linking program at any time. BTH disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such third party websites.

MODIFICATION OF PRODUCTS

BTH may, at its discretion, modify or discontinue any of the Products, Product Websites or Content, or any portion thereof, with or without notice. You agree that BTH will not be liable to you, your minor children or any third party for any modification or discontinuance of any of the Products, Product Websites or Content.

USE OF THE SERVICES

In consideration of your order of, access to, and/or use of any Services and/or Websites you agree to provide true, accurate, complete and current information about yourself and any business entity you are enrolling, or have enrolled, in any Service, when

prompted to do so by the registration and application forms or when requested to do so by BTH. By registering, you certify that you are eighteen (18) years of age or older. If any information you provide is untrue, fraudulent, inaccurate or not current, or if BTH has reasonable grounds to suspect that such information is, fraudulent, not current, or intended for misuse, BTH, at its sole discretion, has the right to suspend or terminate your order of, use of, and/or access to, any Service and/or Website, and refuse all current or future orders of, use of, and/or access to, Service and/or Website, or suspend or terminate any portion thereof. In the event that Nav suspends or terminates your order of, use of, and/or access to, any Service and/or Website for any purpose other than fraud or misuse, BTH will allow access to retrieve your records and data for 5 business days prior to shut-off.

Further, you agree that BTH will not be liable to you, any business entity you are or have enrolled, or any third party if BTH suspends or terminates your order of, use of, or access to any Service and/or Websites, or any portion thereof, for any reason. You acknowledge and agree that BTH may, in its sole discretion, retain any information you provided to it or generated by BTH (or its affiliates/suppliers, including but not limited to Experian, TransUnion and Dun & Bradstreet) while you have an account with BTH, including any information about you and any credit card or payment or other information obtained in connection with your account and/or the provision of any Service. If BTH does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

**DISPUTE RESOLUTION BY BINDING ARBITRATION
PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

SUMMARY:

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING NAV'S CUSTOMER SUPPORT DEPARTMENT AT 855-226-8388. IN THE UNLIKELY EVENT THAT NAV'S CUSTOMER SUPPORT DEPARTMENT IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF NAV HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH

BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. IN ARBITRATION, BOTH THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY.

Arbitration Agreement:

(a) BTH and you agree to arbitrate all disputes and claims between us, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. It includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute (including, without limitation, the Credit Repair Organizations Act) fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement.

For purposes of this arbitration provision, references to "BTH," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and BTH are each waiving the right to a trial by jury or to participate in

a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from BTH (“Demand”). If BTH and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BTH may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by BTH or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BTH is entitled.

You may obtain more information about arbitration from www.adr.org.

(c) After BTH receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, BTH will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement’s other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. The arbitrator shall be bound by the terms of this Agreement. Unless BTH and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less,

we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, BTH will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse BTH for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.

(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(f) YOU AND NAV AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and BTH agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(g) Notwithstanding any provision in this Agreement to the contrary, we agree that if BTH makes any change to this arbitration provision (other than a change to the Notice Address) during your membership in any credit monitoring or other product, you may

reject any such change and require BTH to adhere to the language in this provision if a dispute between us arises regarding such membership product.

FCRA DISCLOSURES

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge.

The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past 60 days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud

The FCRA also permits consumers to dispute inaccurate information in their consumer credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from BTH to dispute inaccurate or incomplete information in your consumer credit file or to receive a copy of your consumer disclosure.

The credit report you are requesting from BTH is not intended to constitute the disclosure of consumer credit information required by the FCRA or similar state laws. Such consumer disclosures must be obtained directly from one or all of the three national credit reporting companies (Experian, Equifax, Transunion).

The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies (Experian, Equifax®, and TransUnion®) once every 12 months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from one or all of the three national credit reporting companies that are available from BTH may not have the same information as a credit

report obtained directly from the three national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com. BTH's Products are not related to the free FCRA disclosure that you are or may be entitled to.

Consumers Have The Right To Obtain A Security Freeze

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

TERRITORIAL RESTRICTIONS

The Services made available through the Websites are intended for use by U.S. users only. We make no representation or warranties that the information, products or

services provided through the Services or the Websites are appropriate for access or use in other jurisdictions. Notwithstanding the above, we reserve the right to limit the availability of the Services or the provision of any Services to any person, geographic area, or jurisdiction, including within the United States, at any time and in our sole discretion.

NOTICE OF PROSECUTION

Your access to and use of password protected and/or secure areas of the Product Websites are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Product Websites may be subject to prosecution.

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

SECURITY MEASURES AND AUTHENTICATION

Because BTH uses security measures designed to protect your privacy and to safeguard your information, BTH may not always be able to successfully provide Products to you, including instant online delivery of your credit report for online customers. For example, for certain online Products, when the system is unable to authenticate you, you may be routed through a manual authentication process. In the event that you are routed through a manual authentication process, it is your responsibility to complete authentication so that you can gain access to your membership on the website. Your membership will continue and we will continue to monitor your credit report, all of which will be available to you once you complete authentication. Consequently, you will continue to be billed for your membership and the associated services available to you until you downgrade to a free Service or cancel. For certain products, BTH cannot offer a manual authentication process and will be unable to fulfill your order if you fail online authentication one or more times. For such products, you will not be charged prior to authenticating your identity or alternatively, you will be refunded any charges billed in the event you are unable to authenticate your identity.

PERSONAL INFORMATION

BTH may use your personal information to the extent necessary to process your order and/or engage in business maintenance as described in the section entitled "Use of the Products," and in BTH's Privacy Policy, and such other business uses in accordance with applicable law.

REVIEW AND RECEIPT OF PRIVACY NOTICE

By establishing an account with BTH, or submitting your order for enrolling in any Service, you acknowledge receipt of our Privacy Policy, acknowledge that you have reviewed the Privacy Policy, and agree to be bound by its terms. The Privacy Policy can be accessed below.

ELECTRONIC NOTICE DISCLOSURE, CONSENT, AND DELIVERY OF PRODUCTS

By providing BTH with your email address, you are providing your affirmative consent to receive emails from BTH in order to receive Product alerts, changes to your credit report, notices and other communications.

Affirmative Consent. When you use a product or service to which this Consent applies, you are providing your affirmative consent that we may provide you with any Notice in electronic format, and that we may discontinue sending paper Notices to you, unless and until you withdraw your consent as described below. We may also use electronic signatures and obtain them from you as part of our transaction with you. You must have an email address and a Java-compatible browser to receive your Products online. As an online customer, you are agreeing to receive all notifications via email at the email address on file with BTH. You are obligated to update the email address on file when your email address changes. In the event that you 1) fail to update your email address on file with BTH; or, if applicable 2) fail to provide your affirmative consent to receive email from us, and thus BTH is unable to deliver email messages to you, you nonetheless understand and agree that the Product will be fulfilled at the price agreed upon at the time that you placed your order. Acceptance of this consent is not a condition of establishing any business relationship or engaging in any transaction.

Online Hardware and Software Requirements. To receive Notices in electronic form, you must have access to:

- An Internet web browser which is capable of supporting HTML and 128-bit SSL encryption;
- Connection to the Internet;
- A current version of a program that accurately reads and displays Portable Document Format or “PDF” files; and
- A computer or other device which is capable of supporting all of the above. You will also need a printer if you wish to print out and retain Notices on paper and electronic storage if you wish to retain Notices in electronic form.

MOBILE TERMS AND CONDITIONS

While all service alerts are accessible online in your Alerts Center of your account, we strongly encourage you to select SMS messaging as an alternative method of receiving notifications and alerts. **Please note, mobile messaging rates may apply.**

SMS Alerts

By opting into this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services. By signing up, you are confirming you are over the age of 13.

Currently, supported carriers are:

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, Google Voice, ACS Wireless, Advantage Cellular (DTC Wireless), Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Carolina West Wireless, Cellcom, Copper Valley, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Chariton Valley Cellular, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), i Wireless (IOWA Wireless), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, Mobi PCS (Coral Wireless LLC), Mosaic, MTA

Communications, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, Panhandle Telecommunications, Peoples Wireless, Pine Belt Wireless, Pine Cellular, Pioneer, Plateau, Revol Wireless, RINA, SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush. T-Mobile is not liable for delayed or undelivered messages.

NO WARRANTY BY BTH

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS, PRODUCT WEBSITES AND CONTENT IS AT YOUR SOLE RISK. ALL PRODUCTS, PRODUCT WEBSITES, AND CONTENT ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. BTH AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE INFORMATION CONTAINED IN THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR OTHER MATERIALS YOU MAY RECEIVE FROM BTH DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN TO THE EXTENT MADE IN, WITHIN THESE TERMS AND CONDITIONS, BTH MAKES NO WARRANTY THAT (I) THE PRODUCTS AND CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; AND (II) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR CONTENT WILL BE RELIABLE.

ACTIVATION CODES

If you are using an activation code to obtain a Product, you are restricted to a one-time use of such activation code. Any subsequent use of the activation code will result in immediate termination of any associated Products without notice and in accordance with the termination provision(s) in the section entitled "Use of the Products," found herein.

Please note that if you improperly obtain a Product with an activation code, any credit card number you may have provided to us will also be charged with the fee for the Product that was obtained improperly.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT BTH WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR MEMBERSHIP BENEFITS, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY LINKED WEB SITE (IF APPLICABLE), EVEN IF BTH HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON BTH, THEN YOU AGREE THAT BTH'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM BTH'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO BTH FOR THE PRODUCT(S) YOU PURCHASE FROM NAV.

NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT

None of our services for which you pay us money, including our credit monitoring services, are offered or provided with respect to the extension of credit by third parties. You are paying us only for credit monitoring services. You are not paying us to advise you or assist you in obtaining a loan or improving your credit record, history, rating or Score. BTH offers access to your credit report, your VantageScore 3.0®, and other credit information. BTH and its affiliates are not credit repair organizations, and are not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice

or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the Products, Product Websites, and Content in order to do so.

Accurate adverse information on your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant credit reporting company, and follow the appropriate procedures for notifying the credit reporting company that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various credit reporting companies related to the removal of inaccurate, non-fraudulent information is provided without charge to you and is available for free. Any such information is not included as part of your credit score monitoring product but is provided free of charge to all consumers, regardless of whether they are members of the credit score monitoring product.

REGISTERING FOR ANY PRODUCT

To request a credit report or score, or purchase any Product, you must have an address within the United States, provide a valid Social Security number, address, email address and date of birth and agree to be bound by these Terms and Conditions. In other limited circumstances, you may need to provide a valid telephone number so that BTH can process your order. You must provide valid credit card information. BTH will then evaluate your complete registration information.

In certain jurisdictions, sales tax at state and local rates may apply, in which case you may be charged the applicable taxes in addition to the monthly or quarterly fee and/or the price of the product.

For certain Products and/or channels where Products are sold, we reserve the right to accept or decline some forms of payment, including, but not limited to “pre-paid” or “re-loadable” credit/debit cards.

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When you use any Product, Product Website and/or Content to access your personal credit report and/or credit score, you are certifying that you understand and agree to the following:

- You may access your credit report and/or score for 30 days from the date of payment.
- Refunds will not be issued once we have successfully located and delivered the Product(s) to you.
- If you have questions regarding your credit report or would like to dispute information, you may request an investigation by contacting the credit reporting company that supplied the information, as indicated in your credit report.
- For online customers, if you are inactive (have not clicked on an item or refreshed the page) for a period of 20 minutes or more when reviewing your credit report and/or credit score online, your session will conclude and you will be logged out for your protection.

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