

THE FOLLOWING PROVISIONS APPLY ONLY TO “THREE BUREAU PRODUCTS AND SERVICES” PROVIDED BY TRANSUNION INTERACTIVE, INC.:

TransUnion Interactive, Inc. Service Agreement For Three Bureau (3B) Products and Services

Important Credit Monitoring Information

Credit Monitoring (including TransUnion Credit Monitoring Basic, TransUnion Credit Monitoring, and other credit monitoring products offered on or through this site) is provided by TransUnion Interactive, Inc. Credit Monitoring monitors one or more of your credit files, depending upon the type of Credit Monitoring you purchase, which are separately owned and/or maintained by each of the applicable credit bureaus: TransUnion LLC, Experian, and Equifax. 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. Credit Monitoring may not advise or alert you if an item of identifying information about you (including your name or address or Social Security number) is contained in the applicable credit bureau’s credit file of another person, and will not provide you with any information contained in another individual’s credit file. Credit Monitoring does not monitor, compare or cross-reference your credit file(s) with the credit files(s) of any other person.

Please remember that there are different processing times for the commencement of monitoring at each credit reporting bureau, therefore you may not be enrolled in all of them at the same time. Monitoring with TransUnion LLC usually begins within 48 hours of enrollment. Monitoring with Equifax and Experian takes on average approximately 4 days to begin, though in some cases monitoring cannot be initiated during the trial period (if a trial period applies). TransUnion Interactive does not control and is not responsible for the enrollment process.

Your order of any three bureau credit monitoring product is conditioned upon successful enrollment by at least one credit bureau in its credit monitoring product. If no credit bureau is able to enroll you in its credit monitoring program, your order will be cancelled, and you will not receive alerts or monitoring of changes to any of your credit files. In the event that one or two credit bureaus, but not all three bureaus, are able to enroll you in their credit monitoring, credit monitoring will be provided by the bureau or bureaus that were able to enroll you; you will not receive alerts or monitoring of changes to the credit files of the bureau or bureaus that were not able to enroll you in their respective credit monitoring programs.

In the event you order a three-bureau credit monitoring product through this site (the “Site”), by placing your order, you agree that, if fewer than all three credit bureaus enroll you in their credit monitoring, TransUnion Interactive is authorized to monitor only the credit files at the bureau or bureaus that enrolled you. Any such credit monitoring will be provided at the price agreed upon; you will not be eligible for a price reduction, discount or refund. TransUnion Interactive will notify you in the event that fewer than all three credit bureaus enroll you in credit monitoring, but such notification may not occur during your trial period, if any.

General Terms

Images, text, screens, web pages, materials, data, content and other information (“Content”) used and displayed on the Site, including but not limited to TransUnion®, TransUnion Interactive®, TrueCredit®, TrueCredit® and Design, and Manage Your Credit Manage Your

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ALL THREE BUREAU (3B) PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, MONITORING, ALERTS, REPORTS AND SCORES, MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, ARE PROVIDED TO YOU "AS IS". TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER TRANSUNION INTERACTIVE NOR ITS AFFILIATES OR DATA SUPPLIERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SITE, THAT A USER WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES OR THAT OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, TRANSUNION INTERACTIVE AND ITS AFFILIATES AND DATA SUPPLIERS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF OUR SITE, MEMBERSHIPS, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK. BY USING THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER TRANSUNION INTERACTIVE NOR ITS AFFILIATES AND DATA SUPPLIERS 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 OR USE OF OUR SITE, CONTENT, MEMBERSHIPS, 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.

#### Registration and Accurate Information

If you decide to register on this Site to purchase three bureau products and services, you may be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TransUnion Interactive promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your TransUnion Interactive account and your right to use the Site. Online access to consumer credit report information is subject to verification of the identity of the user.

#### Our Privacy Policy

By using this Site, you agree that TransUnion Interactive and its affiliates may use and share your personal information in accordance with the terms of TransUnion Interactive's Privacy Statement. TransUnion Interactive's privacy statement can be reached at the following link: <https://membership.tui.transunion.com/tucm/support.page?panel=privacy>.

### Fair Credit Reporting Act

The Fair Credit Reporting Act allows you to obtain from each 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 or requested through our Site are not intended to constitute the disclosure of information by a credit reporting agency as required by the Fair Credit Reporting Act or similar laws.

Under the Fair Credit Reporting Act you are entitled to receive an annual free disclosure of your credit report from each of the national credit reporting agencies. For more information visit the credit report section in the Learning Center, available from most pages of the Site.

You are entitled to receive a free copy of your credit report from a credit reporting agency if:

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.

You have been denied 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.

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.

You certify in writing that you are a recipient of public welfare assistance.

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

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. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.

The Fair Credit Reporting Act provides that you may dispute inaccurate or incomplete information in your credit report. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM TRANSUNION INTERACTIVE IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANSUNION, THE THREE NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.**

It may be the policies of Equifax, Experian and/or TransUnion to provide a complimentary copy of the consumer credit report under circumstances other than those described above. If you wish to contact Equifax, Experian or TransUnion to obtain a copy of your credit report directly from such agency or if you wish to dispute information contained in an Equifax, Experian or TransUnion credit report file, see the contact information and dispute process description contained in the Learning Center or from the inaccuracies tab on your credit

report. The form of credit report and related disclosures provided directly by such agencies to you may differ from those provided by TransUnion Interactive.

TransUnion Interactive's online credit report has been specially designed for consumer ease-of-use. Color illustrations, analysis information and helpful links on TransUnion Interactive's credit report make it easy for you to understand and manage your credit.

#### Applicable Law

The laws applicable to the interpretation of these terms and conditions shall be the laws of the State of Delaware, USA, and applicable federal law, without regard to any conflict of law provisions. TransUnion Interactive can provide credit reports only for individuals who have established credit in the United States. Those who choose to access three bureau products and services through this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws. You agree that any and all disputes arising under this Agreement or out of TransUnion Interactive's provision of three bureau products and services to you, if submitted to a court of law, shall be submitted to the state and federal courts of New Castle County, Delaware, USA.

#### Policy Regarding Children

We define children as individuals under the age of 16. The Site is not intended for the use of children and we do not intend to collect information about children through the Site. You must be at least 18 to access any three bureau products and services through this Site.