

CreditRich Terms and Conditions

Last updated: November 17, 2020

Please read these terms and conditions carefully before using Our Service.

By enrolling and using CreditRich's services you acknowledge that you have read, understood, and agree to these terms and conditions.

This agreement contains an arbitration clause and a class action waiver below. You should read that provision carefully as it affects your legal rights.

You understand that by accepting these terms and conditions you are providing "written instructions" to The Wealth Factory Incorporated, CreditRich application, its service provider, and their respective affiliates, employees, agents, subsidiaries, affiliates, contractors, third party data providers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, including, without limitation, Experian, Transunion, Equifax and affiliated entities, 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 provide the services to you.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Application means the software program provided by the Company downloaded by You on any electronic device, named CreditRich

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Country refers to: Connecticut, United States

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to The Wealth Factory Incorporated, 175 Atlantic Street.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Free Trial refers to a limited period of time that may be free when purchasing a Subscription.

Goods refer to the items offered for sale on the Service.

In-app Purchase refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.

Orders mean a request by You to purchase Goods from Us.

Promotions refer to contests, sweepstakes or other promotions offered through the Service.

Service refers to the CreditRich Application.

Subscriptions refer to the services or access to the Service offered on a subscription basis by the Company to You.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Terms of Use

Your use of this service or this website, <https://creditrich.app>, or any affiliated website (each a “Website” or “Site” and collectively, “Websites” or “Sites”) means that you have accepted these terms in their entirety. If you do not agree with these terms in their entirety, please terminate the service and stop using the Websites. These Terms and Conditions (this “Agreement” or “Terms of Use”) identifies what you can expect from The Wealth Factory Incorporated, a Connecticut corporation and what The Wealth Factory expects from you. These Terms and Conditions apply to your purchase of any products and/or services offered or provided by The Wealth Factory, CreditRich, or your use of the Websites, and govern the relationship between CreditRich and you, even if you have agreed to other or conflicting terms and conditions of third parties associated with this business relationship or the provision of such services and/or products.

For the avoidance of doubt, this Agreement expressly applies to: (a) your access to and use of the Websites; (b) any and all transactions between you and CreditRich through the Websites, including for the provision of any Services or of any credit, personal, financial or other information delivered as part of or in conjunction with Services; and (c) your access to and use of calculators, credit resources, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto contained in the Websites.

You may not use or enroll in any Services, and you may not accept this Agreement, if you are not of a legal age to form a binding contract with CreditRich. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind. Before you continue, you should print or save a local copy of this Agreement for your records

Introduction

Please read the following information carefully before using any of the products or services (the “Services”) provided by this Website. By accessing or using any of the Services, you acknowledge that you have read, understood, and agree to these Terms of Use and to follow all applicable laws and regulations. If you do not agree with the Terms of Use, do not use the Services and do not use the Websites. We reserve the right, in our sole discretion, to modify or update these Terms of Use at any time without prior notice to you, which modifications and/or updates will be binding on you, and we may refuse to provide you the Services for any reason or no reason at all. However, no unilateral amendment will retroactively modify the parties’ agreed-to dispute resolution provisions of this Agreement for then-pending disputes, unless the parties expressly agree otherwise in writing. Please check the Terms of Use each time you visit this Site for the most current information.

You must have an email address and provide the same to CreditRich, and have a Java-compatible browser to receive and/or access your Services online via a mobile application, if applicable. As an online (or mobile application) customer, you are agreeing to receive all notifications via email at the email address on file with CreditRich. You are obligated to update the email address on file when your email address changes. In the event that CreditRich is unable to deliver email messages to you, you agree to accept Service notifications in an alternative method, such as direct mail or SMS messages, if available in your Service. If available in your Service, we strongly encourage you to select SMS messaging as an alternative method of receiving

notifications and alerts. You may select this method by accessing your member profile online and changing your Settings. Please note, mobile messaging rates may apply.

The Services may offer features and services that are available to you via our mobile applications or mobile websites, if applicable. Standard messaging, data and other fees may be charged by your carrier. By using the mobile features, you agree to be bound by the terms of this Agreement and further agree that we may bill your carrier (if applicable) for any Services you authorize. You may also purchase services via mobile applications of third parties. Any third party mobile application purchases shall be governed by the purchase terms and conditions of the third party from which you are purchasing services. You also agree that we may send communications to your mobile device and collect information from your device.

In the event that you fail to or otherwise do not update your email address on file with CreditRich, and thus CreditRich is unable to deliver email messages to you, you nonetheless understand and agree that any paid Service will be fulfilled at the price agreed upon at the time that you placed your order or enrolled in the Service.

Privacy and Information Sharing

Since it affects your use of the Services, please review our Privacy Policy and Terms of Use. We collect, use and disclose information about you as provided in our Privacy Policy here. Our Privacy Policy is located on the Site and is incorporated into this Agreement, and you agree to accept the terms of the Privacy Policy as a condition to your acceptance of this Agreement.

You agree and authorize CreditRich, its agents and employees, to provide your personally identifiable information (or information about your child you have enrolled) to third parties from time to time as provided in our Privacy Policy. You waive any and all claims against CreditRich, 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 CreditRich, its agents and employees to obtain various information and reports about you (or about your child that you have enrolled) in order to perform our services, including, but not limited to, address history reports, name and alias reports, criminal reports, and all other relevant reports.

In consideration of your order of, access to, and/or use of any Service or Website, you agree to provide true, accurate, complete and current information about yourself and any minor children you are enrolling, or have enrolled, in any Service, when prompted

to do so by the registration and application forms or requested to do so by CreditRich. If any information you provide is untrue, inaccurate or not current, or if CreditRich has reasonable grounds to suspect that such information is untrue, inaccurate or not current, CreditRich, at its sole discretion, has the right to suspend or terminate your order of, use of, and/or access to, any Service or Website, and refuse all current or future orders of, use of, and/or access to, any Service or Website, or suspend or terminate any portion thereof. CreditRich may, in its sole discretion, retain any information you provide to it about yourself or any minor child you are enrolling, when enrolling in any Service (including any applicable credit card or payment information or other information obtained in connection with the provision of any Service) to assess the validity and accuracy of such information and to verify your or your minor childrens' identity. If CreditRich does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

Disclaimer of Warranties and Limitation of Liability

1. Nothing in these terms of use shall exclude or limit our warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitation which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
2. Our site, including all content, memberships, products and services made available on or accessed through this site, is provided to you "as is." To the fullest extent permissible under applicable law, neither CreditRich nor its affiliates or any third party service providers or 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, CreditRich and its affiliates and our third party service providers or suppliers disclaim all express or implied warranties, including title, merchantability, and fitness for a particular purpose, non-infringement and information content. Therefore, you agree that your access to,

and use of, our site, memberships, products, services and/or content are at your own risk. By using our services and our site, you acknowledge and agree that neither CreditRich 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 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.

3. No advice or information, whether oral or written, obtained by you from us, or through or from the services, shall create any warranty not expressly stated in this agreement.
4. We are not a credit repair organization, or similarly regulated organization under other applicable laws, and do not provide credit repair advice. In this regard, CreditRich is 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 Service and Websites (or any content in the Websites) 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.
5. Our credit monitoring offerings monitor only the credit file associated with the purchasing consumer, and do not monitor, compare or cross-reference the credit file associated with the purchasing consumer to any other credit file(s) maintained by the applicable credit bureau(s).

6. If you use the SSN Trace services, you represent and warrant to us that you will use such services (or any of the information therein) to protect against or prevent actual fraud, unauthorized transactions, claims or other

You expressly understand and agree that we and our subsidiaries and affiliates, and our third party service providers or suppliers shall not be liable to you for:

1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; or
2. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - a. Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services or site;
 - b. Any changes which we may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
 - c. The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
 - d. Your failure to provide us with accurate account information; or
 - e. Your failure to keep your password or account details secure and confidential.
3. The limitation on our liability above shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

Pre-Order Registration and Disclosure

These terms and conditions govern the terms (“Terms”, “Purchase Offer Terms”) for placing pre-orders of CreditRich (the “Product” and “Service”) for all versions, editions and platforms.

Please review carefully before submitting your pre-order. By submitting your pre-order and confirming your payment details you agree to be legally bound by these Purchase Offer Terms.

Each pre-order you submit for a Product constitutes an offer to purchase that Product. Pre-orders are complete when we process your payment.

Placing a pre-order will require you to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. Company shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information.

Product Availability and Shipping

CreditRich is expected to be released on Google Play on January 1, 2021 and on Apple on February 27, 2021. These dates are only an estimate, and, as such, subject to change.

The Company does not represent or warrant that it will be able to ship the Product by the estimated date.

In the event that a delay arises and the estimated shipment and/or release of the product is not met, CreditRich is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. The Product will be made available at a time and in a way determined by the Company in its sole discretion.

Cancellation

Buyer or Seller may cancel the Pre-order at any time for any or no reason prior to our notice to you that CreditRich is ready for delivery. If you do so prior to our notice of delivery, you will obtain a refund of the purchase Price. If CreditRich cancels your reservation you will receive a full refund of the Purchase Price.

Length of Pre-Sale Period

The Pre-Sale campaign is expected to run from November 27th – December 27th. The Company may adjust, at its sole discretion, the duration of the pre-sale period, or may stop it at any time, for any reason, and restart it at a later date.

Pre-Sale Disclosure

The pre-order and purchase of the Product is subject to additional terms and conditions provided by Company, which will be made available with the Product itself. The current Terms of Sale can be requested from us and are subject to change without notice.

Pre-orders are subject to our acceptance and may be rejected at any time and for any reason at the Company's discretion. If the Company rejects your offer, we will, as your sole and exclusive remedy and the Company's sole and exclusive liability, refund the amount you paid. If you have any questions, comments, or concerns regarding our pre-order acceptance policy, or if you believe that your pre-order was rejected in error, please contact us.

By agreeing to these Purchase Offer Terms, you represent and warrant to us that you are at least 18 years old and are legally able to accept these terms. If you are offering to purchase a Product on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

In order for your offer to be eligible for our acceptance, you must pay the amount for the Product elected by you as set forth on the website by credit card through the payment method designated on our website. Payment does not guarantee acceptance of your pre-order.

Payment

You will be charged a discounted Price of CreditRich at the time of placing the Pre-Order at \$5.99 monthly discounted from \$9.99 or \$59 yearly discounted from \$99. Methods of payment accepted are: (1) Credit Card Payment (Visa, Visa Electron, MasterCard).

Your placing of a pre-order constitutes your express agreement to the company charging of your provided payment method at such time. The purchase price does not include any additional import/export duties, taxes (or any other cost such as shipping) beyond those included in the sale price, which are your responsibility.

Privacy

Information you provide for the purposes of pre-ordering the Product will not be used except as necessary to fulfill your order or as expressly set forth in our Privacy Policy, or as expressly described in Evaluation Feedback/Use of Your Feedback Data, below. We may also contact you from time to time with information relating to your purchase.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

If the Subscription has been made through an In-app Purchase, You can cancel the renewal of Your Subscription with the Application Store.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

If the Subscription has been made through an In-app Purchase, all billing is handled by the Application Store and is governed by the Application Store's own terms and conditions.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

If the Subscription has been made through an In-app purchase, the Application Store's refund policy will apply. If You wish to request a refund, You may do so by contacting the Application Store directly.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

In-app Purchases

The Application may include In-app Purchases that allow you to buy products, services or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make a In-app Purchase, that In-app Purchase cannot be cancelled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by You, investigate the reason for the fault. We will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with a patch to repair the fault. In no event will We charge You to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to You, We will authorize the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.

If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at info@creditrich.app and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.

- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at info@creditrich.app. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

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. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com. You can also contact the central source to request this free annual disclosure by calling toll free (877) 322-8228 or by using the mail request form available at the central source Website.

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. For Illinois residents, credit reporting agencies are required by law to give you a copy of your credit record upon request at no charge or

for a nominal fee. Otherwise, a consumer credit 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 ANY OF THE CREDIT BUREAUS 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, please contact such entities as follows:

Experian: 1-800-EXPERIAN (1-888-397-3742)

Equifax: 1-800-685-1111

TransUnion: 1-800-916-8800

Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including

all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws. We perform the Services through our corporate headquarters located in the State of Connecticut. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Connecticut.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing CreditRich's customer service department at info@creditrigh.app.

In the unlikely events that CreditRich's customer service department is unable to resolve a complaint you may have regarding a service or website to your satisfaction (or if CreditRich 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. CreditRich will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. However, in arbitration, both you and CreditRich will be entitled to recover attorneys' fees from the other party to the same extent as you would be in court.

Arbitration Agreement:

(a) CreditRich and you agree to arbitrate all disputes and claims between us arising out of this Agreement directly related to the Services or Websites, 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 directly relating to the provision of any Service and/or your use of any Website subject to arbitration to the fullest extent permitted by law. The agreement to arbitrate otherwise includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us arising out of any Service or Website, 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 "CreditRich," "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 and/or Websites or information under this or prior Agreements between us relating to Services and/or Websites. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and CreditRich 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.

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

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. If the AAA is unavailable or refuses to arbitrate the parties' dispute for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to the parties, but neither party shall unreasonably withhold their consent. If the parties cannot agree to a mutually agreeable arbitration organization, one shall be appointed pursuant to Section 5 of the Federal Arbitration Act. In all events, the AAA Rules shall govern the parties' dispute. 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. However if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall have the power to decide whether this agreement permits class or representative proceedings. The arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. In this regard, the arbitrator shall not have the power to commit errors of law or legal reasoning, and any award rendered by the arbitrator that employs an error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error. Unless CreditRich 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, CreditRich 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 CreditRich for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

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.

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

You and CreditRich 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 CreditRich 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 to the maximum extent permitted by law. 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 the entirety of this specific subparagraph is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. However, if only a portion of this subparagraph is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of the subparagraph enforced. Any claims or causes of action seeking relief not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of individual arbitration to the maximum extent permitted by law.

Notwithstanding any provision in this Agreement to the contrary, we agree that if CreditRich makes any change to this arbitration provision during your membership in any Service, including credit monitoring, or subsequent to your purchase of any Service,

you may reject any such change and require CreditRich to adhere to the language in this provision as written at the time of your enrollment or purchase if a dispute between us arises regarding such Service.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or

require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Indemnification

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, licensors, suppliers and any third party providers of information or services to the site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms of use or your violation of applicable laws, rules or regulations. In the event that we are subject to any claim for which we have the right to be indemnified by you, we will have the right to, at your expense, assume the exclusive defense and control of any such claim, and you will not in any event settle any claim without our prior written consent.

Changes to These Terms and Conditions

From time to time, we may make changes to this Privacy Policy in order to accommodate new technologies, platforms, industry practices, regulatory requirements, or for other purposes. We encourage you to review this Privacy Policy periodically to ensure that you understand how we collect, use, and share information through the Website. If we do make changes to this Privacy Policy, we will also update the "Effective Date" posted at the top of this Privacy Policy.

Any changes to this Privacy Policy will become effective when the revised Privacy Policy is posted on the Website or within the Mobile App—whichever is applicable. By continuing to use the Website or Mobile App following such changes, you are agreeing to accept the terms of the revised Notice.

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Termination of Relationship

1. These Terms of Use will continue to apply until terminated by either you or us as set out below.
2. If you want to terminate your legal agreement with us, you may do so, with or without cause, by (a) notifying us at any time and (b) closing your accounts for all of the Services which you use, where we have made this option available to you. Please contact us to close your account.
3. We may at any time terminate our legal agreement with you with or without cause (and for any or no reason). We may also terminate our legal agreement with you if, among other reasons:
 1. you have breached any provision of the Terms of Use (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use);
 2. we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 3. the provision of the Services to you by us is, in our opinion, no longer commercially viable.
4. If we terminate your Service without cause, CreditRich will refund to you a pro rata portion of any fees already paid directly to CreditRich for the Services that have yet to be provided. If this Agreement has not been terminated, it shall continue indefinitely, and you shall pay the corresponding fees for the Services. When this Agreement terminates, all of the legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time while the Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this termination and/or cessation.

Passwords and Account Security

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

Email: info@creditrich.app

Mail: CreditRich, The Wealth Factory Incorporated
Attn: The Wealth Factory
175 Atlantic Street
Stamford, CT 06901