



Credimac

Website Terms of Service

Last updated: Nov 8, 2017

These Website Terms of Service (including any document incorporated by reference herein) for the credimac (“CREDIMAC”) websites, located at www.credimac.com and such other websites as may be owned and/or controlled by CREDIMAC (collectively the “Websites”) that contain these Website Terms of Service (“Terms of Service”), constitutes a legal contract between you and CREDIMAC and covers all aspects of your use of the Websites and, to the extent not superseded by the terms and conditions of any contract we may sign with you, of any product or service that we may supply to you.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITES YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF AT ANY TIME YOU DISAGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY CEASE YOUR USE OF THE WEBSITES.

1. Eligibility; Privacy.

The products and services offered through the Websites are not available (1) to persons under the age of 18, (2) to persons who are not legal residents of the United States, by visa or otherwise, or (3) to any person residing in any of the following states: Kansas, Louisiana, Maine, Mississippi, South Carolina, Vermont, and West Virginia. BY CLICKING ANY “SUBMIT” OR OTHER BUTTON OR BY ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITES YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES.

Some of the products and services offered through the Websites may be subject to additional terms and conditions, including those products and services offered by or through third-party providers. To the extent not inconsistent with these Terms of Service, these additional terms and conditions are hereby incorporated herein by reference.

CREDIMAC has made a commitment to protecting the privacy of those who visit our Websites and access the products and services available therein. CREDIMAC’s Privacy Policy (www.credimac.com/privacypolicy) {website being developed} is hereby incorporated herein by reference.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@credimac.com {email domain live, but support being setup}.

2. Products and Services.

The Websites may enable you to research and submit requests for debt resolution services and research other products and services provided by CREDIMAC or by third party providers. You understand and agree that if you submit a request for a product or service or for further information relating to a product or service offered through any of the Websites by a third party provider, CREDIMAC will share such of your information with such third party providers as may be required to match you with the providers of the products and/or services that you request.

By submitting your contact information to us, you are expressly consenting to be contacted by us or by one or more providers of products and services by telephone, email or postal mail *even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution.*

3. Modification of These Terms of Service.

CREDIMAC reserves the right to change, modify, add or remove portions of these Terms of Service at any time by posting amended Terms of Service. Please check these Terms of Service periodically for changes. If you do not agree with the amended Terms of Service, you are free to reject them, but you will no longer be able to use any of the Websites. Your continued use of any of the Websites after the posting of changes constitutes your binding acceptance of such changes. Except as stated elsewhere, such amended Terms of Service will be effective immediately and without further notice. Except for changes by us as described here, no other amendment or modification of the Terms of Service will be effective unless in writing and signed by both you and us.

4. License Grants.

Subject to your compliance with these Terms of Service, CREDIMAC hereby grants you a personal, limited, non-exclusive, non-transferable revocable license to use the Websites for purposes of accessing the information and contacting the providers of the products and services contained therein.

CREDIMAC expressly reserves all rights not specifically granted herein, including but not limited to the right to exercise whatever lawful means it deems necessary or appropriate to prevent unauthorized use of the Websites.

Anything you post, upload, share, store, or otherwise provide through the Websites is your "User Submission." User Submissions include (but are not limited to) any personal information you submit to the Websites and any testimonials, feedback, and suggestions you provide us regarding our Websites and/or our products and services. By using the Websites, you hereby grant to CREDIMAC

a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub licensable (through multiple tiers), assignable, royalty-free license to transfer, display, reproduce, distribute, modify and otherwise use your User Submissions in connection with CREDIMAC's business, subject to the restrictions set forth herein (including CREDIMAC's Privacy Policy).

5. Prohibited Conduct.

By using the Websites, you agree not to:

- a. Use the Websites for any purpose other than to access the information and contact the providers of the products and services advertised therein;
- b. Infringe or violate the intellectual property rights or any other rights of anyone else (including CREDIMAC);
- c. Violate any law or regulation, including any applicable export control laws;
- d. Submit, transmit or facilitate the distribution of information or content that is illegal, harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable;
- e. Attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Websites or bypass the measures we may use to prevent or restrict access to the Websites;
- f. Take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- g. "Crawl," "scrape," or "spider" any page, data, or portion of or relating to the Websites (through use of manual or automated means);
- h. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Websites;
- i. Impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; or
- j. Submit, upload, post, email, transmit or otherwise make available any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships.

A violation of any of the foregoing is grounds for termination of your right to use or access the Websites.

6. Ownership & Proprietary Rights.

The Websites are owned and operated by CREDIMAC. All content displayed on the Websites, as well as all visual interfaces, graphics, designs, information, computer code (including source code or object code), software and all other elements of the Websites are protected by United States copyright, trade dress, patent and trade/service mark laws, international conventions, where applicable, and all other relevant intellectual property and proprietary rights and laws. Except as otherwise specified on the Websites, all content contained on the Websites is the property of CREDIMAC and/or its third-party licensors. Except as expressly authorized by CREDIMAC, you may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from or otherwise make any unauthorized use of such content.

7. Links to Third-Party Sites; Dealings with Third Parties.

The Websites may include links or references to other web sites owned or operated by third parties with which CREDIMAC may have a relationship. CREDIMAC has no control over such third-party web sites and, thus, is not responsible for their availability, content or advertising, or any products or services available from such third parties. Your correspondence or business dealings with such third parties are solely between you and such third party. Access and use of such web sites is solely at your own risk. We encourage you to be aware when you leave the Websites and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

CREDIMAC has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party web sites or by any third party that you interact with through the Websites. In addition, CREDIMAC will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Websites, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your correspondence or business dealings with any third parties, including, but not limited to, business dealings with credit counseling services, debt settlement services, mortgage brokers or lenders, insurance agents or carriers or any other product or service provider are solely between you and such third party. CREDIMAC is not responsible for any terms, conditions, warranties or representations associated with such dealings or liable for any loss or damage of any sort incurred as the result of such dealings.

By using the Websites as directed, you are acknowledging that CREDIMAC does not make credit decisions about any product or service offered to you, does not recommend, endorse, warrant or guarantee the products or services of any third party and, unless CREDIMAC expressly agrees otherwise, is not party to any discussions that you may have or agreement that you may make with any third party. CREDIMAC does not charge anyone a fee to use the Websites.

If there is a dispute between participants on the Websites, or between users and any third party, you agree that CREDIMAC is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release CREDIMAC, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Websites.

8. Termination; Exclusive Remedy.

CREDIMAC at any time, in its sole discretion, for any or no reason, and without penalty or liability, may terminate your use of the Websites and terminate any session. CREDIMAC may also in its sole discretion and at any time discontinue providing access to one or more Websites. Any termination of access to the Websites may be effected with or without prior notice, and CREDIMAC will not be liable to you or to any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

Your sole and exclusive remedy with respect to any dissatisfaction with (i) the Websites, (ii) any term or condition of these Terms of Service or (iii) any policy or practice of CREDIMAC in operating any Website is to terminate your access to and discontinuing use of the Websites. Please refer to CREDIMAC's Privacy Policy (www.credimac.com/privacypolicy) {website being developed} as well as the licenses above, to understand how CREDIMAC treats information you have provided to us after you have stopped using our Websites.

9. Indemnification.

You agree to indemnify, save and hold CREDIMAC and its contractors, employees, agents and its third-party suppliers and business partners harmless from any claims, losses, damages and liabilities, including legal fees and expenses, arising out of your use or misuse of the Websites, any violation by you of these Terms of Service or any breach of the representations, warranties and covenants made by you herein. CREDIMAC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with CREDIMAC's defense of any such claims. CREDIMAC will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10. No Warranty; Disclaimers.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CREDIMAC AND ITS THIRD-PARTY SUPPLIERS AND BUSINESS PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CREDIMAC OR THROUGH THE WEBSITES WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE.

THE USE OF THE WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES AND ANY DATA, INFORMATION, COMMERCIAL CONTENT, THIRD-PARTY WEB SITES, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

NONE OF CREDIMAC OR ITS THIRD-PARTY SUPPLIERS AND BUSINESS PARTNERS WARRANT THAT ANY DATA, INFORMATION, COMMERCIAL CONTENT, THIRD-PARTY WEB SITES, PRODUCTS OR SERVICES OFFERED ON OR THROUGH THE WEBSITES OR ANY THIRD-PARTY WEB SITES WILL BE UNINTERRUPTED OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY OF THE FOREGOING, IF PRESENT, WILL BE CURED OR STOPPED. YOUR USE OF THE WEBSITES OR ANY THIRD-PARTY WEB SITES IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE OF SUCH WEBSITES.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL CREDIMAC OR ITS THIRD PARTY SUPPLIERS AND BUSINESS PARTNERS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) , (B) ANY AMOUNT, IN THE AGGREGATE , IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO CREDIMAC IN CONNECTION WITH YOUR USE OF CREDIMAC'S WEBSITES, PRODUCTS OR SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND CREDIMAC'S REASONABLE CONTROL, IN EACH CASE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE WEBSITES OR ANY THIRD-PARTY WEB SITE OR ANY OTHER INTERACTIONS WITH CREDIMAC, EVEN IF CREDIMAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CREDIMAC'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Release.

BY YOUR USE OF ANY CREDIMAC WEBSITE, YOU ARE AGREEING TO RELEASE AND DISCHARGE CREDIMAC AND ITS THIRD-PARTY SUPPLIERS AND BUSINESS PARTNERS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND EXPENSES OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

13. Dispute Resolution.

In the event of a dispute between you and CREDIMAC that arises out of these Terms of Service or any product or service you obtain through the Websites ("Claim"), you and CREDIMAC agree to resolve that Claim in accordance with the procedures set forth below or as we may otherwise agree in writing. Before resorting to these dispute resolution mechanisms, you must first contact us directly to seek a resolution. If, however, we are unable to resolve our differences informally, the parties agree to finally resolve any such dispute through arbitration, in Erie County, New York, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules.

For any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, either party may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. For any such arbitration, the parties must comply with the following rules:

- a. the arbitration shall be conducted by telephone or online and be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- b. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- c. any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Any arbitration under these Terms of Service will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND CREDIMAC ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

All claims filed or brought contrary to this Section 13 shall be considered improperly filed. Should you file a claim improperly, CREDIMAC may recover reasonable attorneys' fees and costs, provided that CREDIMAC has notified you in writing of the improperly filed claim and you have failed to withdraw the claim promptly.

14. Miscellaneous.

14.1 Notice.

CREDIMAC may provide you with notices by e-mail, regular mail or postings on any Website. Notice will be deemed given twenty-four hours after e-mail is sent, unless CREDIMAC is notified that the e-mail address used is invalid. Alternatively, CREDIMAC may give you legal notice by mail to a postal address, if provided by you through any Website. In such case, notice will be deemed given three (3) calendar days after the date of mailing.

All notices to CREDIMAC must be made in writing and mailed to:
credimac 403 Main St, Ste 215
Buffalo, NY 14203 Attn: Bob Lopena

14.2 Waiver and Severability of Terms.

The failure of CREDIMAC to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by CREDIMAC. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms of Service shall remain in full force and effect and the parties agree that such court should

endeavor to give effect to the parties' intentions.

14.3 Choice of Law; Forum.

These Terms of Service shall be governed in all respects by the laws of the State of New York, without regard to conflict of law provisions.

14.4 Assignment.

You may not transfer, delegate, or assign any of your rights or obligations under these Terms of Service without the express prior written consent of CREDIMAC, given in its sole discretion. However, you acknowledge and agree that CREDIMAC may freely and without restriction or limitation assign or transfer any of its rights and obligations under these Terms of Service.

14.5 Entire Agreement.

These Terms of Service and any document incorporated by reference herein constitute the entire agreement between you and CREDIMAC and govern your use of the Websites, superseding any prior agreements between you and CREDIMAC. Notwithstanding the foregoing, you also may be subject to additional terms and conditions that may apply when you use or purchase certain products and/or services provided by CREDIMAC or one of CREDIMAC's third party business partners.

14.6 Survival.

The following paragraphs shall survive termination or your refusal to continue to use the Websites: 4 (third paragraph only), 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

Credimac (Attn: Bob Lopena)

403 Main St, Suite 215

Buffalo, NY 14203

1-716-300-8232 or email us at support@credimac.com

PLEASE PRINT AND RETAIN A COPY OF THESE TERMS OF SERVICE
FOR YOUR RECORDS.