

MDG BASIC CREDIT MONITORING TERMS OF SERVICE

1. General

MDG Basic Credit Monitoring is provided by MDG USA Inc.. By enrolling in Basic Credit Monitoring, you agree to these terms of service (this “**Agreement**”).

In this Agreement, the words “**Account Holder**”, “**Customer**”, or “**you**”, refer to any and each person who accepts these **optional free** Basic Credit Monitoring Terms and Conditions (“**Basic Credit Monitoring**” or “**Service**”). “**MDG**”, “**we**”, “**us**”, and “**our**” refer to MDG USA Inc.

By accepting this Agreement, you agree that you have read this Agreement and understand and agree to what is contained herein. Notwithstanding any other section of this Agreement, the posting of the current version of this Agreement at [MDG Basic Credit Monitoring Terms of Service](#) shall be deemed notice to you of the terms of this Agreement, where notice is required or permitted to be given hereunder. This Agreement may be amended from time to time by MDG, but the current version of this Agreement will be posted on the website at [MDG Basic Credit Monitoring Terms of Service](#). Continued use of the Service is your acceptance of any changes.

It is important to read this entire Agreement carefully as some of the provisions affect your legal rights.

2. Who Can Enroll in Basic Credit Monitoring

- a. You must be 18 years of age or older.
- b. You must have a valid U.S. Social Security number.
- c. You must be a U.S. resident or a resident of Puerto Rico to enroll in Basic Credit Monitoring. We reserve the right to refuse access to Basic Credit Monitoring or cancel your Basic Credit Monitoring account at any time without notice.
- d. You must submit an application for a Credit Account with MDG to enroll in Basic Credit Monitoring, but you may receive Basic Credit Monitoring even if your application for a Credit Account is not finally approved.

MDG reserves the right to refuse the Service to any person, and to immediately suspend, revoke or otherwise cancel the Service for serious reasons including fraud.

Basic Credit Monitoring is subject to applicable laws, any and all rules adopted by MDG, and our privacy policies and practices at [Privacy Policy](#) and [Privacy Notice](#), which may be amended from time to time without notice except as otherwise limited by law.

3. Privacy

To see what we do with your personal information and what choices you can make, see MDG’s [Privacy Policy](#) and [Privacy Notice](#).

4. License

Once you enroll in Basic Credit Monitoring, we grant you a license to use the Service for your personal use. We reserve all rights in and to all software and technology used in providing the Service. We can revoke your license. You cannot transfer this license.

5. Acceptance of the Terms and Enrollment in Basic Credit Monitoring and Obtaining Your Credit Information

Your enrollment in Basic Credit Monitoring is optional. Whether or not you enroll in Basic Credit Monitoring will not affect any application you submit for credit, or the terms of any existing agreement with us. You also may cancel your enrollment at any time, as described in “Cancelling Your Enrollment” below.

Basic Credit Monitoring is separate free Service provided to you when you enroll for the Services and agree to the terms of this Agreement. The Service is separate from any other optional products and services offered under the MDG brand, including for example, the MDG Premium Credit Monitoring Service. Basic Credit Monitoring provides you with your credit score only.

6. Your Authorization to Us Obtaining Your Credit Information

By enrolling in Basic Credit Monitoring, you are specifically consenting to let us request, receive and use your consumer report (credit report) data from credit bureaus as described here. You agree that you are providing us written instructions in accordance with the Fair Credit Reporting Act to request, receive and use copies of credit reports, credit scores and other information about you from third parties, including without limit credit reporting agencies. You also agree that you understand that your instructions allow us to obtain such information at any time for so long as you are enrolled in Basic Credit Monitoring. You also agree that we may do this even if you do not have an active Credit Account with us. Without limiting the foregoing, you agree and confirm that you understand that MDG may obtain and use your credit information, and other information you provide at, or after, enrollment to:

- **provide you with your free credit score from one or more of the major credit bureaus as part of the Basic Credit Monitoring Service AND**
- **match you with MDG products and offers you might like, and see if you are eligible for these products.**

7. Cancelling Your Enrollment

You may cancel and terminate your enrollment in Basic Credit Monitoring at any time by calling us at 1-800-906-0975 ext. 352 or writing to us at MDG USA Inc., 3422 Old Capitol Trail, PMB# 1993, Wilmington, DE 19808. We will terminate your enrollment in Basic Credit Monitoring after we receive your request and have a reasonable opportunity to act on it.

Once we terminate your enrollment in Basic Credit Monitoring, you will no longer have access to the Service. As of that time, we also will no longer obtain your credit reports, consumer reports or credit scores for our use **except** as follows:

- We may obtain and use your credit reports, consumer reports and credit scores consistent with any other consent you have provided to us; and
- If you have established a Credit Account with us, we may obtain credit reports, consumer reports and credit scores on you for any reason from time to time in the future when updating, renewing, or extending your Credit Account, or after your Credit Account is closed if you owe us any amount related to your Credit Account.

8. Enhanced Offers (Optional)

From time to time, MDG may ask if you would like to participate in our enhanced offers program to get even more customized product offers. If you opt-in, we will ask you to provide new written instructions under the

Fair Credit Reporting Act and other applicable law for MDG to regularly request and receive consumer report and other information from third parties.

9. AnnualCreditReport.Com

Under the Basic Credit Monitoring Service, MDG will show you your Equifax score only. You can also get a free credit report each year from Experian, Equifax, and TransUnion. For details see annualcreditreport.com. For more information, go to www.consumerfinance.gov/learnmore.

10. The Basic Credit Monitoring Service

- a. Credit Score. You understand the credit score included as part of the Service is obtained from Equifax by MDG. The credit score measures the probability that a person will continue to pay their debts on time. There are many different credit scores in the marketplace based on different models with different score values, and lenders and servicers use a variety of different credit scores to make credit decisions. The credit score provided within the Service is for educational/informational purposes only and is not intended for use by lenders.

The credit score included as part of the Service may not be the same score used by your lenders or other commercial users to make credit decisions about you. The credit score can only evaluate the account information that appears on your Equifax consumer credit report at a specific point in time. Accounts not reported to, subsequently deleted or amended from your Equifax consumer credit report will not be reflected in your score. Equifax does not maintain your credit score information and is not able to make any changes to it, but rather is able to help you correct inaccurate or outdated information within your credit report. Equifax cannot initiate disputes on your behalf; you must do so yourself. To do so, please visit www.consumer.equifax.com for further details. Equifax is responsible for correcting inaccurate or outdated information in your credit report.

- b. Not a Credit Repair Tool. You understand the Service is not a credit repair tool or a form of credit counselling service, and that MDG makes no representation or promise that it will improve your credit score or profile or provide you with any assistance in that regard.
- c. New Features. You agree that we may, from time to time, introduce new features, modify or delete existing features or substitute a substantially similar Service at their sole discretion. We shall notify you of any of these changes to features if legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

11. Security

Ensure your browser is up to date. We recommend that your browser at a minimum is a version that supports 128-bit encryption and secure sockets layer version 3.0 or higher.

You are responsible for maintaining the confidentiality of your MDG portal login information, including your email address, Person ID #, and password.

12. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL MDG BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, RELIANCE, ESTOPPEL, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY STATUTORY DAMAGES OR ANY INTANGIBLE LOSS, RESULTING FROM YOUR ACCESS OR USE

OF BASIC CREDIT MONITORING, EVEN IF MDG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

13. Disclaimer of Warranty

YOU AGREE THAT YOU ASSUME ALL RISK FOR YOUR USE OF BASIC CREDIT MONITORING, THAT MDG IS PROVIDED "AS IS", AND THAT MDG MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED HEREUNDER. MDG EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MDG, OR THROUGH OR FROM MDG WILL CREATE ANY WARRANTY OF ANY KIND.

14. Indemnification

You agree to indemnify, defend and hold harmless MDG, its affiliates and subsidiaries and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses and threatened losses arising from, in connection with, or based on allegations whenever made of, any of the following: your breach of this Agreement; your use of Basic Credit Monitoring; any claim that your use of Basic Credit Monitoring violates any applicable law; or any claim arising out of, or in connection with, your negligent acts or omissions.

This obligation shall survive the termination or expiration of this Agreement and/or your use of Basic Credit Monitoring. You will cooperate as fully as reasonably required in the defense of any claim identified under this Section. You acknowledge that damages for improper use of Basic Credit Monitoring may be irreparable; therefore, MDG is entitled to seek equitable relief in addition to all other remedies.

MDG reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

15. No Waiver

If MDG does not exercise or enforce any legal right or remedy available to it, MDG will not be deemed to have waived rights or remedies. Any waiver of any provision of this Agreement will be effective only if MDG expressly states in a signed writing that it is waiving a specified provision of this Agreement.

16. Remedies and Injunctive Relief

We can all use all available remedies under law in addition to any remedies provided by these terms.

You agree that MDG may apply for injunctive relief (or an equivalent type of urgent legal relief) with respect to this Agreement's subject matter and any other legal remedies that it may pursue.

17. Severability

If any provision of these terms violates any law, then we agree to consider it automatically revised so that it complies with the law and fits our original intent as close as possible. The remainder of these terms will continue apply in full force and effect.

18. Survival

Even after your enrollment in Basic Credit Monitoring terminates, terms in this Agreement that relate to things that might happen after termination will survive and still apply after termination.

19. Third Party Beneficiary

Either of is entitled to enforce rights under these terms. Otherwise, no other person or company will be a third party beneficiary to these terms.

20. Assignment

If we need to, we may assign rights under this Agreement to another party. You may not assign your rights under this Agreement.

21. AGREEMENT TO RESOLVE ALL DISPUTES BY BINDING INDIVIDUAL ARBITRATION. PLEASE READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS BY REQUIRING ARBITRATION OF DISPUTES (EXCEPT AS SET FORTH BELOW) AND A WAIVER OF THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION. ARBITRATION PROVIDES A QUICK AND COST-EFFECTIVE MECHANISM FOR RESOLVING DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO LIMITS YOUR RIGHTS TO DISCOVERY AND APPEAL.

I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SUBSECTION (b) BELOW. If you are a "Covered Borrower" as defined by the Military Lending Act (32 CFR §232, as amended from time to time) at the time of entering into this agreement, this section (the "Arbitration Provision") is not applicable, you do not need to opt out of or take any action to ensure inapplicability.

(a) Either party to this Agreement, or any subsequent holder, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim (as defined below) be final and binding arbitration pursuant to this section, unless you opt out as provided in subsection (b) below. As used in this Arbitration Provision, "Claim" means any past, present, or future claim, dispute, or controversy involving you, on the one hand, and us (or persons claiming through or connected with us and/or the subsequent holders), on the other hand, relating to or arising out of this Agreement, the Websites, services and/or the activities or relationships arising from this Agreement, including (except to the extent provided otherwise in the last sentence of subsection (f) below) the validity or enforceability of this Arbitration Provision or the Agreement. Past, present, or future claims, disputes, or controversies regarding any other agreements, including, without limitation, any agreements for any other products or services, between you and us (or persons claiming through or connected with us and /or the subsequent holders) are subject to the Terms and Conditions of those specific other agreements, and the Terms and Conditions of those other agreements are not amended by this agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, crossclaims, third-party claims, or otherwise.

(b) You may opt out of this Arbitration Provision by sending an arbitration opt out notice to MDG, at MDG USA Inc., 3422 Old Capitol Trail, PMB #1993, Wilmington, DE 19808, Attention: Legal Department, which is received at this address within 30 days of the date of your electronic acceptance of the Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify this Agreement; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf. Any opt out notice sent under this subsection (b) will only affect your opt out of this Arbitration Provision in this agreement and will not affect an opt out, or any other aspect, of any other arbitration provision between you and us.

(c) The party initiating arbitration shall do so with the American Arbitration Association (the "AA") or Judicial Arbitration and Mediation Services "JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the

AAA arbitration rules, you may visit the AAA's web site at :www.adr.org <<http://www.adr.org>>. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may visit their web site at: <<http://www.jamsadr.com>>. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

(d) If we (or the subsequent holder) elect arbitration, we (or the subsequent holder, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the subsequent holder) pay them and we agree (or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

(e) Any award by an arbitrator shall be final and binding, except for any appeal right under the Federal Arbitration Act "FAA"), and may be entered as a judgment in any court of competent jurisdiction.

(f) We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Arbitration Provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Arbitration Provision shall be determined exclusively by a court and not by the administrator or any arbitrator.

(g) This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

(h) This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement; and (ii) the bankruptcy or insolvency of any party or other person; If any portion of this Arbitration Provision other than subsection (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in subsection (f) are finally adjudicated pursuant to the last sentence of subsection (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

ARBITRATION OF DISPUTES, CLASS ACTION WAIVER, AND WAIVER OF RIGHT TO TRIAL AND JURY: I HAVE READ THE ARBITRATION PROVISION ABOVE CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I ACKNOWLEDGE THAT I HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THE ARBITRATION PROVISION HEREIN. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE MY RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SUBSECTION (b) ABOVE. I ACKNOWLEDGE THAT NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.

22. Governing Law, Jurisdiction and Venue

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state or jurisdiction in which your billing address in our records is located, without regard to the conflicts of laws rules of that state or jurisdiction. If any provision of the Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of the Agreement will remain enforceable (except as specifically addressed in the arbitration provision).