

# KREDIT

## KREDIT FINANCIAL INC. DATA USE AGREEMENT AND USER ACKNOWLEDGMENT

This Data Use Agreement (the "Agreement"), effective as of the date you first login and begin using any of the resources hosted by Kredit Financial Inc. ("Kredit"). It remains in effect for so long as you are able to access any information or data (described in more detail below and called "DATA" in this Agreement), which DATA you obtained directly or indirectly from Kredit. Your duty to protect and preserve the confidentiality of any DATA entrusted to your care under this Agreement is perpetual.

Kredit relies on DATA to meet its contractual obligations to its customers. Kredit's customers are described in more detail below and it hosts its platform for the sole and exclusive purpose of facilitating communication among consumers and their creditors ("Kredit Business"). This Agreement protects these resources in accordance with legal and regulatory requirements and Kredit's policies and practices. Kredit is not a consumer reporting agency and it does not maintain consumer reports, is not a data furnisher, and Customers may not use or treat DATA as a consumer report or credit report and are not authorized to rely upon it to make employment, housing or credit decisions about consumers.

All individuals granted access to the Kredit Platform ("Customers"), in consideration of the rights to use the Kredit Platform, and in consideration of the mutual promises and covenants the sufficiency and receipt of which are hereby acknowledged, covenant and agree as follows:

Definitions	<ul style="list-style-type: none"><li>• "Agreement" refers to this set of terms, conditions and other covenants and promises that you have entered into by logging in and viewing or otherwise accessing any of the DATA you find on our platform.</li><li>• "Customers" is a term that refers to any person(s) who register to use Kredit's platform and may be used in the plural "Customers" or singular "Customer" as applicable. Customers may be natural persons, corporations or other business entities with a "need to know" the information exchanged on Kredit's Platform.</li><li>• "DATA" refers broadly to anything you view or access in any way via Kredit's platform including without limitation, consumers' demographic and other data whether public or non-public as well as the proprietary information and resources of Kredit.</li><li>• "Platform" refers to Kredit's computing or digital environment in which a piece of software is executed alone or in conjunction with a web browser and associated application programming interfaces which Kredit hosts primarily to facilitate communications among consumers and their creditors.</li></ul>
General	<ul style="list-style-type: none"><li>• Kredit information resources are provided for the sole and express purpose of Kredit Business.</li><li>• Customers determine what DATA they choose to share on the Platform subject to Kredit's privacy policies and procedures. Kredit makes no warranty about the completeness or accuracy of DATA supplied by its Customers and all such Customers are encouraged to undertake such verification steps as are prudent and necessary.</li><li>• Information stored on Kredit information resources may only be shared with others who have demonstrated a business need-to-know such</li></ul>

# KREDIT

	<p>information, and such information may only be shared for purposes related exclusively to Kredit Business and in strict compliance with applicable laws, regulations, and policies and subject to the restrictions contained here.</p> <ul style="list-style-type: none"> <li>• Kredit is not a consumer reporting agency and DATA is not a credit report, consumer report, and Customers are encouraged to contact consumer reporting agencies should they wish to acquire a consumer report or credit report.</li> <li>• Kredit contemplates that its Platform will be used by its Customers, not by third parties on behalf of Customers. In the event you are the legal representative of a Customer, contact Kredit at <a href="mailto:legal@trykredit.com">legal@trykredit.com</a> to provide documentation of your authority or permission to act on a Customer's behalf.</li> <li>• Kredit information resources must not be used to: intimidate or harass consumers, for credit granting or denial purposes, for employment purposes, or to circumvent security measures.</li> <li>• Customers must not copy or reproduce any licensed software except as expressly permitted by the software license.</li> <li>• No information of any sort furnished via Kredit's platform, including without limitation DATA, may be sold or transferred for monetary gain or other proprietary purposes.</li> </ul>
Data Protection	<ul style="list-style-type: none"> <li>• Customers agree to access DATA for lawful purposes and only on a need-to-know basis.</li> <li>• Customers of Kredit information resources must not attempt to access data or programs contained on resources for which they do not have authorization or consent or otherwise in violation of applicable laws.</li> <li>• All critical data (electronic files) will be saved on network servers to assure backup of the data. All data, including research data, shall be backed up for business continuity and disaster recovery purposes.</li> <li>• For systems that contain Social Security Numbers (SSN), the system must use the SSN only as a data element or alternate key to a database and not as a primary key to a database.             <ul style="list-style-type: none"> <li>○ The system must not display SSNs visually (such as on monitors, printed forms, system outputs) unless required or permitted by law.</li> <li>○ SSNs can and will be used or disclosed only if and as permitted by law.</li> </ul> </li> <li>• Should Customer disclose DATA to any third party, Customer shall remain responsible for assuring the proper use and disclosure of such DATA and shall ensure that any such third party uses the DATA according to the law and the terms and conditions of this Agreement.</li> </ul>
Virus Protection	<ul style="list-style-type: none"> <li>• All computers using Kredit must run current and authorized virus prevention software. Virus protection software must not be disabled or bypassed except as required by the temporary installation of software or for other special circumstance.</li> </ul>
Resources for Accessing Kredit DATA	<ul style="list-style-type: none"> <li>• All computers, tablets, smartphones, removeable media and portable-computing devices accessing Kredit must be password protected. At a minimum, such passwords are to be complex and must be changed at least every 90 days, or immediately if there is suspicion that the password has been compromised.</li> <li>• Customers must maintain policies for the access of Kredit from a remote computer. Should Kredit be accessed from a remote computer, all policies</li> </ul>

# KREDIT

	<p>that apply to accessing Kredit from a Customer location shall apply and be in full force from a remote location. Remote computers are subject to the same rules and security related requirements that apply to Customer-owned computers.</p> <ul style="list-style-type: none"><li>• If Kredit determines that required security related software is not installed on a remote computer of the Customer, or that a remote computer has a virus, is party to a cyberattack or in some way endangers the security of the Kredit platform, Kredit reserves the right to immediately disable the Customer's account until such time as the Customer demonstrates it has restored or created a secure and safe computing environment for Kredit.</li><li>• If confidential or protected Kredit DATA is stored on portable computing devices, it must be encrypted and backed up to a network server for recovery in the event of a disaster or loss of information.</li><li>• Special care shall be taken to protect information stored on laptops and personal digital appliance (PDA) devices, and in protecting such devices from theft.</li></ul>
Passwords	<ul style="list-style-type: none"><li>• Every Kredit computer/network account, password, any personal identification number (PIN), digital certificate, security token (i.e., Smartcard), or any other similar information or device used for identification and authorization purposes, must not be shared.</li><li>• Each user of Kredit is responsible for all activities conducted using his or her account(s).</li><li>• Any user of Kredit DATA will notify Kredit immediately but no later than 24 hours after any use or disclosure of DATA that varies from this Agreement is suspected or verified. Such user will coordinate with Kredit in the investigation, handling and resolution of such a data security incident subject to Kredit's direction.</li></ul>
Term and Termination	<ul style="list-style-type: none"><li>• The term of this Agreement shall be effective as of the date first set forth above and shall continue from year to year unless terminated with or without cause by either party by thirty (30) days' notice to the other party.</li><li>• If Customer breaches any provision in this Agreement, in Kredit's sole determination, Kredit may on no notice terminate this Agreement and Customer's rights to access its platform or DATA. In addition, Kredit may access and audit the records of Customer related to its use and disclosure of DATA, require Customer to submit to monitoring and reporting, and such other conditions as Customer may determine is necessary to ensure compliance with this Agreement, or Customer may terminate this Agreement on a date specified by Customer.</li><li>• After the termination of this Agreement, Customer's duty to protect and preserve the confidentiality of the DATA is perpetual, surviving the term of this Agreement.</li></ul>