

**Last date of revision:** June 24, 2014

## **Terms of Service**

This Agreement sets forth the Terms of Service that apply to Your access and use of the Internet Website owned and operated by SavvyMoney, Inc., a Delaware corporation ("SavvyMoney"), and located at [www.savvymoney.com](http://www.savvymoney.com) ("SavvyMoney"). By using SavvyMoney or any written materials, publications, emails provided in conjunction with SavvyMoney You agree to be bound by the Terms of Service of this Agreement and SavvyMoney's Privacy and Security Policy, as they may be amended from time to time in the future (see "Modifications" below).

### **Accepting the Terms**

By using the information, tools, features and functionality located on SavvyMoney and all written materials, publications, emails provided in conjunction with SavvyMoney (together the "Program"), You agree to be bound by this Agreement, whether You are a "Visitor" (which means that You simply browse the SavvyMoney website), or You are a "Registered User" (which means that You have registered with SavvyMoney). The term "You", "Your" or "User" refers to a Visitor or a Registered User. By accessing the Website or becoming a Registered User, you accept this Agreement and agree to the Terms of Service. You may not use the Program if You are not of a legal age to form a binding contract with SavvyMoney. 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 such entity. Before You continue, You should print or save a local copy of this Agreement for Your records.

### **Your Registration Information**

To become a registered user of our Website, You agree to provide us with true, accurate and complete information about yourself ("Registered User Data"), and to maintain and promptly update the Registered User Data and any other information You provide to us, to keep it accurate. Without limiting any other provision of these Terms of Service, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your user account and refuse any and all current or future use of our Website (or any portion thereof). You agree not to assign, transfer or sublicense Your rights as a registered user of this Website. You further agree not to register for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Website. You agree and understand that You are responsible for maintaining the confidentiality of Your password which, together with Your e-mail address, allows You to access the Program. That e-mail address and password, together with any other contact information You provide form Your "Registration Information." By providing us with Your e-mail address, You agree to receive all required notices electronically, to that e-mail address. It is Your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if Your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If You become aware of any unauthorized use of Your

Registration Information, You agree to notify SavvyMoney immediately at the email address - [support@savvymoney.com](mailto:support@savvymoney.com)

## **About the Program**

SavvyMoney is an information program that provides you with a credit report card and credit risk score, along with special personalized loan and other financial recommendations. Your credit report card has a summary of information from your credit record with a credit reporting agency and may include helpful information about factors that influence your credit risk score.

With SavvyMoney, You can also organize Your debt obligations in one place, set up a plan for paying off Your debt, and accelerate payoff using automated tools that give tips and advice.

## **Credit Report Card consent**

When you request the Credit Report Card, you will be asked to authorize us to obtain your consumer report from a credit reporting agency on your behalf for the purpose of providing you with the Credit Report Card. This consent, if you give it, constitutes "written instructions" under the Fair Credit Reporting Act authorizing SavvyMoney to obtain your personal credit profile or other information from a credit reporting agency, for the purpose of your use of the Credit Report Card. You grant this authorization on an ongoing basis and we may access your personal credit profile or other information from a credit reporting agency at least once per month. You may revoke your ongoing authorization at any time by closing your SavvyMoney account. If you require confirmation from us of your consent (including a paper copy of such consent), you may contact us at [support@savvymoney.com](mailto:support@savvymoney.com) or write to us at SavvyMoney, Inc. 5700 Stoneridge Mall Rd Suite 250, Pleasanton CA 94588. You will not be charged a fee for such confirmation request.

## **Sale of Products**

Our Service may also include the offer for sale of certain products (whether services, financial offers or other merchandise) (each, a "Product"). Any offer for sale or purchase of such Products is subject to the terms of sale provisions of the vendor offering the particular Product through our Service (including through any shopping cart for the particular Product). We are not responsible for any such transactions or Products unless we are the vendor, in which case the terms of purchase we have posted for that Product shall apply.

## **Charges and Fees**

Your Credit report card and risk score are always provided free of cost.

We may charge fees for certain features and portions of the Program. As a User who signs up to access those features and portions of the Program, You agree as follows:

1. You agree to pay, using a valid credit or debit card (or other form of payment which we may accept from time to time), the charges and fees set forth on the Website. We reserve

the right to increase charges and fees, or to institute new charges or fees at any time, upon reasonable advance notice communicated to You through a posting on this Website or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). We will automatically charge Your credit or debit card or other account at the start of the standard prepayment plan billing period and at the start of each renewal period, unless You terminate or cancel Your membership for paid portions of the Program before the relevant renewal period begins. In the event we cannot charge Your account, we reserve the right to suspend or terminate Your access to those features and portions of the Program.

2. For purposes of identification and billing, You agree to provide us with true, accurate and complete information as required by the sign up process including Your legal name, address, email address and applicable billing information (e.g., credit card number and expiration date), and to allow us to share Your information with third parties for the purpose of verifying the information You provide and billing Your credit card or otherwise charging Your account. You agree to maintain and promptly update Your identification and billing information and any other information You provide to us to keep it accurate. Without limiting any other provision of this Agreement, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your user account or membership and refuse You any and all current or future use of our Website (or any portion thereof) or Program. You are obligated to check the "My Profile" feature of our Website to determine whether Your billing information is current and accurate, and, if not, to correct or update Your information including Your billing information. If Your credit card expires, is canceled, is lost or is subject to use without Your authorization, You will access the My Profile feature of this Website to update Your billing information.
3. In addition to the fees and charges set forth above, You are responsible for all charges and fees associated with connecting to our Website and our Program, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access our Program.

### **Ending Your relationship with SavvyMoney**

This Agreement will continue to apply until terminated by either You or SavvyMoney as set out below. If You want to terminate Your legal agreement with SavvyMoney, You may do so by (i) cancelling Your account in the Program from the website or (ii) notifying SavvyMoney at any time. Your notification should be sent via email to [cancel@savvymoney.com](mailto:cancel@savvymoney.com) or in writing, to SavvyMoney's address at: 5700 Stoneridge Mall Rd Suite 250, Pleasanton CA 94588.

Upon receipt of your email or letter, SavvyMoney will terminate Your membership, may deactivate Your user account and all related information and/or files in Your user account and/or bar any further access to such information and/or files, our website (or part thereof) and/or our Program, except as we may otherwise provide from time to time.

NEITHER SAVVYMONEY NOR THE PROGRAM IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR A CREDIT COUNSELOR. The Program is intended only to assist You in Your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio. SavvyMoney does not provide accounting, tax, legal, real-estate, mortgage, and financial planning or investment advice.

## **Your Use of the Program**

Your right to access and use SavvyMoney and the Program is personal to You and is not transferable by You to any other person or entity. You are only entitled to access and use SavvyMoney for lawful purposes. The Program is intended only to assist You in Your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. Accurate records enable SavvyMoney to provide the Program to You. Your access and use of SavvyMoney may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair of SavvyMoney, unavailability of third party services which have been integrated into the SavvyMoney service, or other actions that SavvyMoney, in its sole discretion, may elect to take.

## **Online Alerts**

SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made online to Your SavvyMoney account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since they are security-related. Voluntary account alerts may be turned on by default as part of the Program. They may then be customized, deactivated or reactivated by You. These alerts allow You to choose alert messages for Your accounts. SavvyMoney may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service. Electronic alerts will be sent to the email address You have provided as Your primary email address for SavvyMoney. If Your email address changes, You are responsible for making the change in the Profile section of the website. Changes to Your email address will apply to all of Your alerts. Because alerts are not encrypted, we will never include Your password. However, alerts may include Your SavvyMoney user name and some

information about Your accounts. Anyone with access to Your email will be able to view the content of these alerts. At any time You may disable future alerts.

## **Rights You Grant to Us**

As the owner of any information, data, passwords, usernames, other login information, materials or other content (collectively, "Accounts Content") You provide to us through the Program, You are licensing the Accounts Content to SavvyMoney solely for the purpose of providing the Program. SavvyMoney may use such Accounts Content, but only to provide the Program to You. By submitting Accounts Content, You represent that You are entitled to submit it to SavvyMoney for use for this purpose, without any obligation by SavvyMoney to pay any fees or other limitations. By using the Program, You expressly authorize SavvyMoney to access Your Information maintained by credit reporting agency, on Your behalf as Your agent. You hereby authorize and permit SavvyMoney to use and store information submitted by You to the Program to accomplish the foregoing and to configure the Program so that SavvyMoney can provide the Program. For purposes of this Agreement and solely to provide the Information to You as part of the Program, You grant SavvyMoney a limited power of attorney, and appoint SavvyMoney as Your attorney-in-fact and agent, to access credit reporting agency or third party sites, retrieve and use Your information with the full power and authority to do and perform each thing necessary in connection with such activities, as You could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY IS ACCESSING AND RETRIEVING INFORMATION FROM CREDIT REPORTING AGENCY OR THIRD PARTY SITES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.

## **SavvyMoney's Intellectual Property Rights**

The contents of SavvyMoney, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, domain names, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of SavvyMoney belong to or are licensed to SavvyMoney or its software or content suppliers. SavvyMoney grants You the right to view and use SavvyMoney subject to these terms. You may download or print a copy of information provided on SavvyMoney for Your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from SavvyMoney in whole or in part for any other purpose is expressly prohibited without our prior written consent.

## **Access and Interference**

You agree that You will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor SavvyMoney or any portion of SavvyMoney, without SavvyMoney's express written consent, which may be withheld in SavvyMoney's sole discretion; Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots,

avatars or intelligent agents) to navigate or search SavvyMoney, other than the search engines and search agents available through the Program and other than generally available third-party web browsers; Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of SavvyMoney or the Program; or

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of SavvyMoney or the Program.

## **Rules for Posting**

As part of the Program, SavvyMoney may allow Registered Users to post content on bulletin boards, blogs and at various other publicly available locations on SavvyMoney.

You are responsible for all content You submit to SavvyMoney. By submitting content to us, You represent that You have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with SavvyMoney and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access Your posted content through SavvyMoney, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of SavvyMoney and under this Agreement. You may not post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate. You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion. You may not interfere with other Users' use of the Program, including, without limitation, disrupting the normal flow of dialogue in an interactive area of SavvyMoney, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Program infrastructure or that negatively affects the availability of the Program to others. Except where expressly permitted, You may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose. You agree that any employment or other relationship You form or attempt to form with an employer, employee, or contractor whom You contact through areas of SavvyMoney that may be designated for that purpose is between You and that employer, employee, or contractor alone, and not with us. You may not copy or use personal identifying or business contact information

about other Users without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details You obtain through the Program are prohibited.

## **HYPERLINKS**

This Website may contain hyperlinks or other references to third party Internet sites that SavvyMoney does not own or operate. You may be subject to additional terms and conditions that apply when You use third party Internet sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any third party Internet site and products and SavvyMoney has no responsibility thereof.

## **Disclaimer of Representations and Warranties**

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH SAVVYMONEY OR PROVIDED THROUGH THE PROGRAM ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. SAVVYMONEY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF SAVVYMONEY OR OF THE PROGRAM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON SAVVYMONEY OR OF THE PROGRAM, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SAVVYMONEY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE PROGRAM IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

## **Alert Disclaimer**

You understand and agree that any alerts provided to You through the Program may be delayed or prevented by a variety of factors. SavvyMoney does its best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that SavvyMoney shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by You or any third party in reliance on an alert.

## **Limitations on SavvyMoney's Liability**

SAVVYMONEY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO SAVVYMONEY, YOUR USE OF THE PROGRAM OR THIS AGREEMENT, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SAVVYMONEY'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE GREATER OF (1) FEES PAID BY YOU DURING THE LAST 6 MONTHS, OR (2) \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

### **Your Indemnification of SavvyMoney**

You will indemnify and hold SavvyMoney and its officers, directors, shareholders and employees harmless from and against actual loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this Agreement, Your use of this Program, the SavvyMoney website or any other related product or service, and any infringement of any intellectual property or other third-party right.

### **Governing Law and Forum for Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the 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 the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. Use of SavvyMoney's Website and the Program are not authorized in any jurisdiction that does not give effect to all provisions of this Agreement (including without limitation, this section). You understand that, in return for agreement to this provision, SavvyMoney is able to offer the Program at the terms designated, and that Your assent to this provision is an indispensable consideration to this Agreement. You also acknowledge and understand that, with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Program or this Agreement:



YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A REGISTERED USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

### **Digital Millennium Copyright Act Notice**

If You believe that Your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on this Site, please notify SavvyMoney, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For Your complaint to be valid under the DMCA, You must provide the following information in writing:

An electronic or physical signature of a person authorized to act on behalf of the copyright owner; Identification of the copyrighted work that You claim is being infringed; Identification of the material that is claimed to be infringing and where it is located on the Site; Information reasonably sufficient to permit SavvyMoney to contact You, such as Your address, telephone number, and e-mail address; A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and A statement, made under penalty of perjury, that the above information is accurate, and that You are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to:

SavvyMoney, Inc.

5700 Stoneridge Mall Rd Suite 250

Pleasanton CA 94588

or sent to [copyright@savvymoney.com](mailto:copyright@savvymoney.com)

### **Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement. You agree that if SavvyMoney does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which SavvyMoney has the benefit of under any applicable law), this will not be taken to be a formal waiver of SavvyMoney's rights and that those rights or remedies will still be available to SavvyMoney. All covenants, agreements, representations and warranties made in this Agreement shall survive Your acceptance of this Agreement and the termination of this Agreement. This Agreement represents the entire understanding and agreement between You and SavvyMoney regarding the subject matter of the same, and supersedes all other previous agreements.

## **Modifications**

SavvyMoney may modify this Agreement from time to time. The Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when You use the Program after those changes are posted.