

# Terms and Conditions for Array “MyCredit” Service

Use of MyCredit is subject to the following MyCredit Terms and Conditions, as amended from time to time. You must accept the terms and conditions below before You will be allowed to access MyCredit. MyCredit is supported by data and services from Experian Information Solutions, Inc. (the “Experian Credit Bureau”) and its service provider, CSIIdentity Corporation, an Experian company (“CSID”) collectively (“Experian”).

As used herein, the terms “BFCU,” “Us,” “We,” or “Our,” refers to Benchmark Federal Credit Union, or any affiliate, agent, service provider, independent contractor, designee, or assignee that We may at Our sole discretion, involve in the provision of MyCredit. As used herein, the terms “You” or “Your” refers to the individual that is the user of the MyCredit service. When You use, access, or permit any other person(s) or entity to use or access MyCredit, You agree to these terms and conditions. We may amend or change these terms and conditions from time to time, in Our sole discretion, by sending You written notice by electronic mail, postal mail, or by posting the updated terms and conditions on the BFCU Website. If You find the terms and conditions unacceptable to You at any time, please discontinue Your use of MyCredit. Your use of MyCredit after We make changes to the MyCredit service will be considered Your agreement to any changes.

## **Eligibility:**

You must be a U.S. Resident, including any of the U.S. Territories to enroll for and use MyCredit. You must have sufficient credit history in Your credit file with Experian to generate a Vantage Credit Score and to provide credit report information. If Experian cannot match You with a credit report or is otherwise unable to obtain Your VantageScore Credit Score, You will not be able to use MyCredit until such time as You have built a sufficient credit history. We reserve the right to refuse access to MyCredit at any time.

## **Registration and Accurate Information:**

If You choose to access MyCredit You agree that You provided accurate information when You opened your BFCU account and have not shared Your BFCU online banking password with any third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify BFCU and Experian promptly of any unauthorized use of MyCredit and of any loss, theft, or disclosure of Your online banking password. Failure to comply with these requirements will constitute a breach of these terms and conditions and shall constitute grounds for termination of Your MyCredit access.

## **Your Authorization to BFCU to Obtain Your Credit Information:**

By clicking “Accept” to these Terms and Conditions, You are enrolled in MyCredit. You are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including applicable state laws, for Experian, including the Experian Credit Bureau, or any other consumer reporting agency, to release Your credit report information, for example a VantageScore Credit Score, employment, or income information about You, to BFCU, upon BFCU’s request at any time so long as You are enrolled in the MyCredit service. BFCU will utilize this information to provide You with the MyCredit service, to market other products and service to You from time to time and facilitate applications for products and services.

**MyCredit Services:**

BFCU will be offering MyCredit to its online and mobile banking members free of charge. Members will receive free access to their credit report, credit score, credit alerts, credit score simulator, and debt analysis. A description of MyCredit's services is set forth below.

**VantageScore Credit Score:**

The credit score provided is Your VantageScore Credit Score, which is a model created by the three major credit bureaus: Equifax, Experian, and TransUnion. VantageScore Credit Score predicts credit risk. VantageScore measures the probability a person will pay his or her debts on time. The scores provided by MyCredit are for educational and informational purposes only. You can view Your VantageScore Credit Score and MyCredit as frequently as You would like without impact to Your credit score. MyCredit will only evaluate the account information that appears on Your Experian consumer credit report. Accounts not reported or subsequently deleted from Your Experian credit report will not be reflected in Your score. MyCredit does not maintain Your credit report information and cannot make any changes to it. BFCU is not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in Your credit report.

**Alerts:**

Credit Monitoring tracks the health of Your credit to help determine potential identify theft and alerts You when new personal information or new credit activity occurs on Your Experian credit report. Credit alerts include new inquiries, address changes, new derogatory information, new public record, new accounts opened in Your name, etc.

**Score Simulation:**

MyCredit contains features that estimate how changes in Your credit behavior may impact Your credit score. These features show how these changes may impact the credit score displayed on MyCredit, which is the VantageScore Credit Score. Simulated scores and score changes simulated by MyCredit are only predicted estimates and MyCredit does not guarantee Your actual credit score will change by the same amount, in the same way, or at all.

**Debt Analysis:**

Debt Analysis automatically captures and synchronizes the debt record listed in the applicable credit report. Your debt-to-income (DTI) refers to the total amount of debt payments You owe every month divided by Your gross monthly income. This ratio includes all Your total monthly recurring debt and is utilized to determine what additional debt capacity You may have available.

**Communications:**

You agree to receive these terms and conditions and all other communications regarding MyCredit in electronic format. You agree that by using MyCredit, all notices, alerts, or other communications which We may be required to give You arising from Our obligations under MyCredit may be sent to Your email address. By enrolling in MyCredit, You are consenting to receive these communications. We will honor any future opt out requests You make for communications from BFCU.

**Marketing Our Products and Services:**

You agree that by enrolling and using MyCredit, You permit BFCU to periodically obtain Your credit report to market Our products and services to You.

**New Features:**

We may, from time to time, introduce new features to MyCredit or modify and/or delete existing features at Our sole discretion. We shall notify You of any of changes to features if We are 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.

**Cancellation:**

You may terminate Your service with MyCredit at any time by unenrolling in the product on BFCU's online banking site or BFCU's mobile application. You can do this by navigating to the Alerts portion of the MyCredit service, scroll to the bottom of the page, and click "Unenroll in MyCredit account." Your cancellation will be effective immediately. When You cancel, it does not affect the validity of actions taken by Us prior to Your cancellation or while the cancellation is being processed. We may cancel MyCredit or change these terms and conditions any time at Our sole discretion.

**Arbitration:**

You agree that You are subject to the Arbitration provisions as set forth in BFCU's Account Agreements and Disclosures.

**Limitation of Liability:**

Except as set forth herein or where applicable law requires a different standard, neither BFCU, its partners or affiliates, nor Experian shall be responsible for any loss, damages, or injury or for any direct, indirect, special, incidental, exemplary, or consequential damages, including lost profits, arising from or related to the system, equipment, browser and/or the installation or maintenance thereof, access to Our use of MyCredit, failure or electronic or mechanical equipment, the internet, the system, or communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or delays with intermediate computer or communications network or facilities, problems with data transmission facilities or any other problems You experience. Except as otherwise expressly provided in any applicable agreement, You understand and agree that Your use of MyCredit is at Your sole risk and that MyCredit and all information, products, and other content included in or accessible from the service, are provided on an "as is," "where-is," and "where available," basis, and are subject to change at any time without notice to You.

**No Warranty:**

You acknowledge that BFCU, its partners, and Experian make no warranty that MyCredit will be uninterrupted, timely, secure, or error-free unless otherwise stated. To the fullest extent permitted by law, BFCU, its partners, and Experian disclaims all representations, warranties, and conditions of any kind as to MyCredit and all information, products, and other content included or accessible from the service. No license is implied to You from these disclaimers.

**Other BFCU Agreements:**

In addition to these terms and conditions, You agree to be bound by and comply with such other written requirements as We may furnish to You in connection with either MyCredit or products which may be offered to You with Your MyCredit service, including but not limited to the BFCU Account Agreements and Disclosures, the BFCU Online and Mobile Application Agreements and Disclosures, or any agreement which applies to BFCU accounts You may have, and with all applicable state and federal laws and regulations. In the event of a conflict between these terms and agreements and any other BFCU terms and agreements, the Account Agreements and Disclosures will control.

**Termination:**

We may terminate, suspend, or limit Your access to MyCredit, in whole or in part, at any time for any reason without prior notice. The obligation and liabilities of the parties incurred prior to the termination date shall survive the termination of these terms and conditions for all purposes. We may determine other eligibility criteria in Our sole discretion.

**Indemnity:**

You acknowledge and agree that You are responsible for Your conduct while using MyCredit and agree to indemnify and hold Us and Our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind that We may occur in connection with a third party claim or otherwise, in relation to Your use of MyCredit or the use of MyCredit by anyone utilizing Your account number, PIN, user ID, password, whether authorized or unauthorized, or Your violation of these terms and conditions or the right of any third party. Your obligations under this paragraph shall survive termination of these terms and conditions.

**Choice of Law:**

These terms and conditions and their enforcement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any choice of law provision, and shall inure to the benefit of Our successors and assigns, whether by merger, consolidation, or otherwise. You irrevocably submit to the jurisdiction and venue of the Commonwealth of Pennsylvania.

**Account Information:**

Any BFCU account information provided to You as part of MyCredit is not the official record of Your BFCU account or its activity. Your account statement, furnished to You by Us for accounts will remain the official record. MyCredit information is updated regularly, but it is subject to adjustment and correction and therefore should not be relied upon by You for taking, or forbearing to take, any action.