

Digital Federal Credit Union (DCU)
Monthly FICO® Score Service Terms of Use

Effective Date: January 2022

The FICO® Score Service (“Score Service”) is a service provided through DCU’s Digital Banking Service that enables you to access your FICO®

Credit Score (“Credit Score”) based on data provided by Equifax Consumer Services LLC and its affiliates and suppliers (collectively, “Equifax”), subject to these terms of use (“Terms of Use”).

1. **Request for Score Service.** You agree that by completing the enrollment/registration process for the Score Service, you are requesting and providing “written instructions” in accordance with the Fair Credit Reporting Act and other applicable laws, including similar state laws, for Equifax to obtain, monitor, and compile your credit information in order to provide the Score Service to you and you authorize DCU and Equifax to provide the Score Service to you through DCU’s Digital Banking Service, for analytical purposes, and for other purposes as permitted by applicable law. You agree that by processing your request for the Score Service, DCU and Equifax are not acting as credit reporting agencies or credit repair organizations and are not offering to sell, provide, or perform any service to you for the express or implied purpose of either improving, or providing advice or assistance to you with regard to improving, your credit record, credit history, or credit rating.

When the Credit Score is provided to you, a soft inquiry will be posted on your credit file.

2. **Service Description.** The Score Service consists of your Credit Score (on a monthly basis) along with other related information that we may make available from time to time through DCU’s Digital Banking Service. The Credit Score is provided for your informational purposes only and may be different from credit scores based on other credit models. DCU and other creditors may use credit scores and information other than the Credit Score to make credit decisions. The Score Service relies on credit report information provided by Equifax Consumer Services, LLC. You may not be able to use the Score Service unless, and until such time as, you have a sufficient credit history. DCU does not maintain your Credit Score or credit report information, and DCU is unable to make any changes to such information. DCU cannot act on your behalf to dispute the accuracy of any information that appears in your credit report, other than information reported by DCU. You are entitled to a free credit report from each of the three national consumer reporting agencies once during any 12-month period. To do so or for more information, visit AnnualCreditReport.com. Neither you nor anyone else has the right to have accurate and current information removed from your credit report. However, if

information in your credit report is inaccurate, you have the right to dispute it by contacting the applicable creditor or consumer reporting agency.

3. **Agreement to these Terms of Use.** These Terms of Use are a part of, and are subject to, DCU's Digital Banking Agreement. Please review these Terms of Use along with DCU's Digital Banking Agreement for a complete description of the terms and conditions applicable to the Score Service. When you use or access or permit any other person(s) or entity to use or access the Score Service, you agree to be legally bound by these Terms of Use.
4. **Amendments.** DCU may amend these Terms of Use at any time, in our sole discretion, by sending you written notice by e-mail, postal mail, or by posting the updated Terms of Use on DCU's Digital Banking Service. If you find these Terms of Use unacceptable to you at any time, please discontinue your use of the Service. Your use of the Score Service after we make amendments to these Terms of Use available to you will be considered your agreement to such amendments.
5. **Features.** From time to time, in our sole discretion, DCU may introduce to the Score Service new features and informational services, or change or delete existing features and informational services. By using any new or changed features and informational services, you agree to be bound by these Terms of Use concerning such features and informational services.
6. **Termination; Opt-Out.** DCU may terminate, suspend, or limit your access to the Score Service, in whole or part, at any time, in our sole discretion, without prior notice. You may cancel your enrollment in the Score Service at any time by cancelling/opting out through DCU's Digital Banking Service. Your optout will be effective after DCU has a reasonable time to process it. Your opt-out does not affect the validity of any actions taken by DCU or you prior to the opt-out.
7. **Warranty Disclaimer.** YOU ACKNOWLEDGE THAT DCU MAKES NO WARRANTY THAT THE SCORE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DCU DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SCORE SERVICE.
8. **Indemnification.** You shall indemnify, defend, and hold harmless DCU and its affiliates, and their respective officers, directors, employees, agents, licensors and suppliers, and any third party providers of information or products to this Score Service, from and

against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms of Use or any other applicable agreement, or your violation of the intellectual property rights of DCU, Equifax, or any third parties.