

# Credit Builders Inc. Terms of Use

Created January 2025

Credit Builders



These Terms of Use ("Terms") govern your access to and use of the creditbuildernow.com website (the "Website") and all products and services (collectively, the "Services") offered by Credit Builders Inc. ("Credit Builders" or any of its subsidiaries companies (collectively "Credit Builders", "we" or "us"). You agree that by visiting the Services or by registering or using the Services, you are entering a legally binding agreement with Credit Builders, based on the Terms and the [Privacy Policy & Notice](#), which is hereby incorporated by reference (collectively referred to as the "Agreement"). By accessing or using the Services you agree to be bound by the Agreement. If you do not agree with these terms and conditions, you may not access or use the Services.

## 1. Basic Terms and Eligibility

You are responsible for your use of the Services and for any consequences thereof. You will need to register for a Credit Builders account to access many aspects of our Services. By registering for an account you certify:

- You are 18 years of age or older
- You have a valid U.S. Social Security number
- You are not barred from accessing the Services under the laws of the United States or other applicable jurisdiction
- Any information you provide to us, both when you register and in the future, is and will be true, accurate, current and complete
- You are only registering an account for yourself
- You will not sell, transfer, or assign your account to anyone else.

## 2. Changes and Modifications

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, Credit Builders may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

## 3. Privacy

Any information that you provide to Credit Builders is subject to our [Privacy Policy & Notice](#), which governs our collection and use of your information. Please read the Privacy Policy & Notice carefully for information relating to our collection, use, and disclosure of your personal information. You understand that through your use of the Services you consent to the collection and use of this information and represent that you have the full right and authority to submit information for processing, including the transfer of this information to the United States and/or other countries for storage, processing and use by Credit Builders. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Credit Builders account, which you may not be able to opt-out from receiving.

## 4. Usernames and Passwords

You will keep your password and credentials that you use to access the Services confidential and not share it or allow anyone else to log into our Services as you. You are responsible for all activities that occur under your account. We encourage you to use strong or complex passwords for your Credit Builders account. Credit Builders cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

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## 5. Identity Verification

You authorize us directly or through third parties, to authenticate your identity and account information provided. This may include requiring you to take steps to validate ownership of your email address and telephone number and verifying your information against third party databases or through other sources.

## 6. Telephone and Communication Consent

You agree that we may contact you about any matter relating to your registration of your account, application, or questions about our Services and for any purpose arising out of or in connection with any account you may obtain from us. We may contact you for any purpose related to any account you have, such as payment reminders or suspicious activity. You agree that Credit Builders and our agents, representatives, affiliates or anyone calling or contacting you on our behalf may contact you on a recorded line or recorded messaging service, including through a virtual assistant.

### A. Telephone Communications

Credit Builders and its agent or representative may leave messages on your answering machine, voice mail, or send messages including SMS text messages. Standard calling and text messaging rates will apply, based on your cellular telephone carrier and service plan and you are responsible for any fees imposed by your carrier. You certify the telephone number that you have provided to us belongs to you and that you are permitted to receive calls or texts and you will promptly notify us if you change your telephone number.

By providing us with a telephone number for a cellular phone or other wireless device, you agree we may contact you in any way including using pre recorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automated texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or via text.

### B. Marketing Calls and Texts

By providing us with a telephone number for a cellular phone or other wireless device, you consent to receive autodialed and pre-recorded text messages from or on behalf of Credit Builders at the number provided for marketing or promotional purposes. Message frequency varies. If provided, your consent will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it.

To stop receiving marketing-related messages, you may reply STOP to any marketing-related text message you receive from us. After you text "STOP" to us, we will send you a text to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us.

You understand that consent to marketing-related messages is not a condition of using the Services. You may also reach out to us to revoke consent at any time by email at [info@creditbuildersnow.com](mailto:info@creditbuildersnow.com)

## 7. Use of Virtual Assistant

Our Services may use automated features such as a virtual assistant. Our virtual assistant is designed to provide helpful information and improve your experience, but as artificial intelligence and related technologies are evolving, they may have limitations. It is possible that our virtual assistant may generate an answer that is incorrect. You can always reach out to a customer support agent to verify whether the information is appropriate for your circumstances.

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## 8. Social Security Number Protection

We value your trust, and we are committed to the responsible protection of your Social Security number ("SSN"). This applies to any SSN that we collect in the course of our business such as providing your loan and reporting your credit-to-credit reporting bureaus. We protect the confidentiality, security, and integrity of SSNs, including by implementing and maintaining administrative, technical, and physical safeguards to protect against unauthorized access to SSNs. We also limit access to SSNs, including by only granting access to SSNs to our employees who require that information to perform their job-related duties.

## 9. Third Party Service Providers

You authorize Credit Builders to provide your personal information to its third party service providers and its partners offering Services and for them to receive and use this information as Credit Builders deems reasonably necessary in the course of performing Service configuration, delivery, maintenance, and billing.

## 10. Credit Score Monitoring Authorization

For account holders, Credit Builders offers you the opportunity to obtain your credit score from a single credit reporting agency for the purpose of allowing you to monitor your credit score. You authorize and instruct Credit Builders to obtain your full credit reporting information from a credit reporting agency in accordance with the Fair Credit Reporting Act on a regular recurring basis for as long as you have a registered open account. The credit score obtained by Credit Builders and shared with you is for your own use and for your education.

## 11. Credit Builder Intellectual Property Rights

All right, title, and interest in and to the Services and any content available on the Services are and will remain the exclusive property of Credit Builders and its licensors. The Services and its content are protected by copyright, trademark, and other laws of both the United States and foreign countries. Credit Builders reserves all rights not expressly granted in these Terms. You agree not to reproduce, duplicate, copy, sell, resell, use or exploit for any commercial purposes, this website, or use of or access to the website, or any information or technology obtained from the website, including, but not limited to, Credit Builders' trademarks. If you believe that material on our website violates your copyright, please notify us at [info@creditbuildersnow.com](mailto:info@creditbuildersnow.com). Credit Builders will review and respond to all copyright infringement notices that it receives and respond appropriately by removing infringing material if applicable.

You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding Credit Builders, or the Services are entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## 12. Advertisements and Offers

The Services may include advertisements, which may be targeted to the content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for Credit Builders granting you access to and use of the Services, you agree that Credit Builders third party providers and partners may place such advertising on the Services or in connection with the display of content or information from the Services whether submitted by you or others. We may earn a marketing fee in connecting with the advertisements and offers. We may share your information with third parties when you use our website to request a rate, quote, service, approval, or information from those third parties (a "Request"). It is always your choice whether to apply for a product or service offered by our partners. Our presentation of the offers is not an endorsement of their services or products and we disclaim any liability for any third-party information or products offered.

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## 13. Restrictions on Use of the Services

Credit Builders reserves the right to suspend, cancel, or terminate your use of any Credit Builders services if we believe you are using it for a purpose that is unauthorized, improper, illegal, or that could harm Credit Builders' reputation. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Credit Builders' computer systems, or the technical delivery systems of Credit Builders providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Credit Builders (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Credit Builders (NOTE: scraping the Services without the prior consent of Credit Builders is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

## 14. Termination of Account

The Terms will continue to apply until terminated by either you or Credit Builders as follows.

You may end your legal agreement with Credit Builders to use the Services at any time for any reason by deactivating your account(s) and discontinuing your use of the Services. In order to deactivate your account, please contact us at [info@creditbuildernow.com](mailto:info@creditbuildernow.com). Deactivating your account will not have any effect on any agreements you have entered into with Credit Builders related to the Services or the amount due payable to Credit Builders.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except those Sections you would expect to survive termination.

Nothing in this section shall affect Credit Builder's rights to change, limit or stop the provision of the Services without prior notice, as provided above.

## 15. Accessibility

We are committed to ensuring digital accessibility for people with disabilities. If you are having difficulty viewing or navigating the content on this website, or notice any content, feature, or functionality that you believe is not fully accessible to people with disabilities, please email our support team at [info@creditbuildernow.com](mailto:info@creditbuildernow.com).

## 16. Disclosure for Legal or Administrative Reasons

We reserve the right, but not the obligation, to monitor our Services electronically. We may access, use, preserve, transfer or disclose, at any time and without notice to you, any information which may include Personal Information as defined in our Privacy Statement in order to: (1) comply with applicable laws and subpoenas or other legal request, or cooperate with law enforcement or the government; (2) enforce this Agreement; (3) protect the integrity and rights of our Services or any third party; or (4) detect and prevent fraud, security, or technical issues related to our Services or our partners' services.

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## 17. Disclaimers, Limitations Of Liability and Indemnity

Please read this section carefully since it limits the liability of Credit Builders and its subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Credit Builders Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

### A. The Services are Available "AS-IS"

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CREDIT BUILDERS INC AND ANY OF ITS ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Credit Builders Entities make no warranty and disclaim all responsibility and liability for: (i) any actions of other Credit Builders users; (ii) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any information on the Services; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any content; (iv) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; (v) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (vi) any advice or information you receive through the Services; and (vii) any injuries or harm you or a third party incurs as a result of information or advice received through the Services. No advice or information, whether oral or written, obtained from the Credit Builders Entities or through the Services, will create any warranty not expressly made herein.

### B. Links or Connections to Third Party Sites

Our Services or communications to you may contain third party content or links to third party sites, applications or services (collectively, "Third Party Services"). Any third party links are being provided as a convenience and for information purposes only; they do not constitute an endorsement, recommendation, or an approval by Credit Builders of any of the products, services or opinions of the corporation or organization or individual. We do not endorse, control or maintain the Third Party Services, and we are not responsible or liable for any Third Party Services, including any damages, losses, failures, or problems caused by, related to, or arising from Third Party Services. Credit Builders bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content. You should review all of the relevant terms and conditions associated with Third Party Services, including any privacy policies and terms of service. You acknowledge sole responsibility for and assume all risk arising from your use of any such services or resources. Nothing on our website is an offer or solicitation to buy or sell, or a recommendation for, any security or any other product or services. You are solely responsible for determining whether the provided information is accurate, reliable, or suitable for you based on your own investment objectives, and personal and financial situation.

### C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CREDIT BUILDERS INC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE SHORT NAME ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID CREDIT BUILDERS, IF ANY, IN THE PAST SIX MONTHS FOR ACCESS TO THE SERVICES GIVING RISE TO THE CLAIM.

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THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE CREDIT BUILDERS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## D. Indemnification

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the Credit Builders Entities from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to (1) your failure to comply with the Terms; (2) any information you upload to the Services; (3) any representations you make to Credit Builders; and (3) any activity in which you engage on or through the Services.

## 18. GENERAL TERMS. Waiver and Severability

The failure of Credit Builders to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

## A. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the state of Tennessee without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Carroll County, Tennessee, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. You agree that you may only bring claims against Credit Builders related to your use of the Services on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

## B. Entire Agreement

These Terms and our [Privacy Policy & Notice](#) are the entire and exclusive agreement between Credit Builders and you regarding the Services (excluding any service for which you have a separate agreement with Credit Builders that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Credit Builders and you regarding the Services.

## C. Compliance with Laws

You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

## D. Severability

If any provision of the Agreement is unlawful, void, or unenforceable for any reason, then that provision will be given effect to the greatest extent possible and the remaining provisions will remain in full force and effect.

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## E. Revisions

We may revise these Terms from time to time, the most current version will always be at <https://www.creditbuildernow.com>. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 14 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us at [info@creditbuildernow.com](mailto:info@creditbuildernow.com)