



## UNITED STATES SENATE FEDERAL CREDIT UNION

### FICO® Score Summary Terms and Conditions

You acknowledge that by your agreement to these terms and conditions, you:

1. are providing written instructions under the Fair Credit Reporting Act, and other applicable laws, including similar state laws, for United States Senate Federal Credit Union (USSFCU) to provide you with your FICO® Score and other information from your personal credit profile.
2. understand and authorize USSFCU to provide you with your FICO® Score based on Experian information on an ongoing basis.

I understand and authorize USSFCU to provide me with my FICO® Scores based on Experian information disclosed within my online account. I further understand that if I choose in the future to discontinue receiving my FICO® Scores, I can opt-out at any time by indicating this preference through my online account.

Viewing your FICO® Score will not affect your credit rating.

Only the primary member may authorize this request and only his/her FICO® Score is available through this program. You, (the Primary Member) understand and acknowledge that if you give anyone else access to your USSFCU online account(s), by providing your User ID and password, they will be able to view your FICO® Score as well as the factors impacting that score.

USSFCU offers FICO® Score access at its own discretion. FICO® Score access is not a permanent feature of your account and may be removed at any time.

The FICO® Score provided is the FICO® Score 8 based on Experian data and may be different from other credit scores. Your FICO® Score falls into a range from 300 to 850, and is offered solely for your own non-commercial, personal review, and benefit. Your FICO® Score is not an endorsement or a determination of your qualification for a loan or credit.

FICO® and Experian are third-party providers and are not affiliated with USSFCU. USSFCU does not guarantee the accuracy of any credit information that is provided to you by these third parties.

You can request a free copy of your credit report once every 12 months from each of the three major US consumer reporting agencies including Experian, at <https://www.annualcreditreport.com> or by calling

877-322-8228, which is the authorized source under federal law for free credit reports. If you find inaccuracies within your credit file, you may dispute items in your report with the consumer reporting agency involved. For more information, go to <https://www.consumerfinance.gov/learnmore>.

USSFCU and Fair Isaac Corporation are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. USSFCU and Fair Isaac do not provide “credit repair” services, advice or assistance regarding rebuilding or improving your credit history, credit score or monitoring for specific events that may impact your credit information.

When you use or access your FICO® Score Summary, 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 USSFCU website; <https://www.ussfcu.org/FICO-score-summary-terms-conditions.pdf>. Please access and review these terms and conditions regularly. If you find the terms and conditions unacceptable to you at any time, please discontinue your use of the service by opting out within your online account. Your use of the service after we have made such changes available will be considered your agreement to the change(s).

## **Eligibility**

You must be a U.S. resident or a resident of any territory or possession of the U.S. and a USSFCU member to use FICO® Score Summary. Also, you must be at least 18 years old. FICO® Score Summary is available within online banking at USSFCU provided you have enough credit history in a credit file with Experian to generate a credit score and score factors. If Experian cannot match you with a credit file or is otherwise unable to obtain your score, you will not be able to use this service until such time as you have built enough credit history. We reserve the right to refuse access to FICO® Score Summary at any time.

## **Communications**

You agree to receive these terms and conditions and all other communications regarding FICO® Score Summary in electronic format. You agree that by using FICO® Score Summary, all notices, alerts or other communications which we may be required to give you arising from our obligations under FICO® Score Summary may be sent to you by any or all the following sources, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other electronic mail address or telephone number you provide to us,
- The current address we have on file for you,
- Within USSFCU Online Banking
- In any other manner permitted by law including, but not limited to, posting it on our website. By enrolling in FICO® Score Summary, you are consenting to receive these communications. We will continue to honor any opt out requests that you have made for messages from USSFCU.

### **Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, NEITHER USSFCU, EXPERIAN NOR FICO® SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE 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 OR USE OF FICO® SCORE SUMMARY, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND THE CONTROL OF USSFCU. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF FICO® SCORE SUMMARY IS AT YOUR SOLE RISK AND THAT FICO® SCORE SUMMARY AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SITES, 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 Warranties**

YOU ACKNOWLEDGE THAT USSFCU, EXPERIAN, AND FICO® MAKE NO WARRANTY THAT FICO® SCORE SUMMARY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, USSFCU, EXPERIAN, AND FICO® DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO FICO<sup>®</sup> SCORE SUMMARY AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **Disputes**

In the event of a dispute arising under or relating in any way to these terms and conditions, you and we agree to resolve this dispute by looking to these terms and conditions. If there is a conflict between what one of our employees says and these terms and conditions, these terms and conditions shall control.

## **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using FICO<sup>®</sup> Score Summary 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 (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of FICO<sup>®</sup> Score Summary or the use of FICO<sup>®</sup> Score Summary by anyone using your account number, user ID or password or your violation of these terms and conditions or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these terms and conditions.

## **Choice of Law/Successors**

These terms and conditions and their enforcement shall be governed by the laws of the State of Virginia, 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. For any dispute pertaining to this agreement or the services, you irrevocably and unconditionally submit to the jurisdiction and venue of the courts located in Alexandria, Virginia.

**These terms and conditions and your account will be governed by federal law, as well as the law of Virginia, and will apply no matter where you live or use this account.**