

## Home Credit Web Services Agreement

Please read this Web Services Agreement (the "Agreement") carefully. This Agreement between you and Home Credit US, LLC governs the use of the online Web Service site. By selecting "I Accept" below or by accessing the Home Credit Website or using the Web Service, you are agreeing to these terms and conditions. By using our website, this Web Service, or our Mobile Application, you agree to the terms and conditions listed in this Agreement. Do not access or use any of our Services unless you agree to this Agreement in its entirety.

## DEFINITIONS

The following definitions are provided for reference:

**"Account"** refers to your personal Home Credit US account.

**"Account Communications"** refers to any notice, statement, agreement, disclosure or other written information that relates to your Account.

**"Affiliates"** are companies related by common ownership or control.

**"Agreement"** means this Web Service Agreement and the terms and conditions included in it.

**"Authorized User"** means any person you allow to use your Account. If you ask us to issue a Card to another person, he or she is an Authorized User. In addition, if you give your Card or Account number to another person, he or she is an Authorized User.

**"Cardholder"** means each person who is an owner of an Account as indicated in our records.

**"Funds Transfer"** means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account. The term includes, without limitation, any transfer governed by Regulation E, Article 4A of the Uniform Commercial Code, Regulation J, or the NACHA Rules.

**"HCUS Business Day" or "Business Day"** means Monday through Friday, excluding certain federal or State of Kansas legal holidays observed by us.

**"Home Credit," "HCUS," "We," "us," and "our"** means Home Credit US, LLC and any of its affiliates when any of them have established an Account or Service.

**"Mobile App" or "Mobile Application"** means the software application we provide for you to download to your Mobile Device which allows you access to your HCUS account(s). Please refer to the 'Mobile Application' section below for more information.

**"Mobile Device"** means a cellular phone, tablet computer, or personal digital assistant (PDA) satisfying hardware and software requirements as specified by us from time to time.

**"Scheduled Payment"** is a payment that has been scheduled for a future date through the Web Service but has not begun processing.

**"Secure Message Portal" or "Message Center"** is a secure communication method offered within the Web Service. Responses to requests submitted through this service may not be answered immediately.

**"Services"** means each of the products and services you may access, use or enroll in through the Web Service.

**"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**"Statement"** means the periodic statement reflecting Purchases and other transactions made on your Account.

**"Website"** refers to all web pages maintained by us and accessible through [www.homecreditus.com](http://www.homecreditus.com) or [www.homecreditus.com/myaccount](http://www.homecreditus.com/myaccount). It also includes any other website or web pages you can access only after you enter into this Agreement as a condition to accessing the website including any software application we may provide for use on a Mobile Device. It does not include any third-party website or any website that has its own separate agreement governing online access.

**"Web Service"** refers to the Home Credit US online service and Mobile Application which allow you the ability to view balances, transactions, statements, update your account information, and complete other account services.

**"You" or "Your"** means, as applicable, each Cardholder of an Account and a person applying for an Account or Service.

## **SCOPE OF THIS AGREEMENT AND CONFLICTS WITH EXISTING AGREEMENTS**

### **Description of this Agreement**

This Web Services Agreement (this "Agreement") between you and Home Credit US, LLC ("HCUS") describes the terms and conditions under which you may use HCUS' Web Service. This Agreement will be governed by federal law and regulation and, to the extent applicable, by the laws of the State of Kansas, unless otherwise stated below. We reserve the right to modify the scope of the Web Service at any time, and to refuse to make any transaction you request through the Web Service. We also reserve the right to terminate this Agreement, and terminate your access to the Web Service, in whole or in part, at any time. Your access to the Web Service may be terminated if you do not access your Account(s), via the Web Service, for an extended period of time.

### **What is Included in this Agreement**

Your use of the Web Service is subject to the terms of this Agreement and is also subject to the following, which are discussed in this Agreement:

- The disclosure for the use of electronic Account Communications, which is our agreement to provide any documents and disclosures that we are required by law or other agreement to you electronically;
- The Terms and Conditions of Use for the HCUS Website;
- Any terms or instructions we present to you when you use the Web Service; and
- HCUS's rules, policies and procedures, as amended from time to time, that apply to the Account(s) within the Web Service and any tools, services or functionality provided by us and accessed by you through the Web Service.

### **Other Agreements with Us and Conflicts Between Agreements**

In addition to this Agreement, you have other agreements with us concerning the accounts you will access through the Web Service. When you access an Account through the Web Service, you do not change the agreements you have with us for that Account. If any term or condition of this Agreement conflicts with the terms of another agreement you have with us, then with respect to the conflicting terms, this Agreement will govern the process or procedures you use in order to obtain access to the Web Service (including required security procedures), the services described in this Agreement that you access through the Web Service, and also our right to change, suspend or terminate all or part of the Web Service.

## **DESCRIPTION OF THE SERVICE AND ACCESSING THE SERVICE**

### **Description of the Web Service and Fees**

1. You may enroll in the Web Service through the HCUS Website ([www.homecreditus.com/myaccount](http://www.homecreditus.com/myaccount)), which provides online access to your Account(s). Subject to the terms and conditions of this Agreement, HCUS grants you a limited, revocable, nonexclusive, nontransferable right to access and make use of the Web Service solely for your individual and personal benefit.
2. You may download the Mobile Application to your Mobile Device to access your accounts.
3. Subject to the terms and conditions of this Agreement, you may use the Web Service to access your Accounts, perform authorized transactions, review transaction history, review balance information, make payments, perform account maintenance, and use other Services that are provided by us. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous HCUS Business Day. In addition, some transactions may not appear on your account until the merchant has processed the transaction.
4. The transactions you may perform and other features that we provide are described in the Web Service. We may occasionally change the features available through the Web Service or eliminate features from the Web Service. When this happens, we will update our Website accordingly. Unless prohibited by law, we may not provide you with notice of such changes and it is your obligation to review the Website to learn of such changes.
5. We do not charge you a fee to access your Account(s) through the Web Service. Other fees, as outlined in your Cardmember Agreement or other applicable account disclosure statement or fee schedule, may apply to Services accessed or performed through the Web Service and to transfers/payments from an Account. You acknowledge and agree that we may revise existing fees or impose new fees applicable to your use of the Web Service at any time. You acknowledge, agree and understand that, to

access the Web Service, you may be subject to fees assessed by your telephone service provider, mobile telephone service provider, or internet services provider.

6. Additional fees may apply to specific services and are disclosed on our Website. Other fees may be assessed and billed separately by your internet, telephone, and/or mobile device service provider.

#### **Accessing the Web Service**

1. You authorize HCUS to provide access to your Account(s) and offer Services through the Web Service. You must provide your own equipment (such as a computer or Mobile Device), software (other than any software provided by us), internet access and other instruments you need to access the Web Service. At our option, you may also be able to access the Web Service, your Account and other Services, using a Mobile Device through either a mobile browser or the Mobile Application.
2. You represent that you are the Cardholder of the Account and other financial information which you access via the Web Service. You represent and agree that all information you provide to us in connection with the Web Service is accurate, current and complete, and that you have the right to provide such information to us. You agree not to misrepresent your identity or your account information. You agree to keep the information you provide up-to-date and accurate. You represent that you are an authorized user of the computer, Mobile Device, network, and software you will use to access the Web Service.
3. To access your Account(s) through the Web Service, you must have an open Account with us that is eligible for the Web Service, a current email address, and you must complete the initial registration/enrollment process online. In addition, you must have a current version of an internet browser or software that we may require from time to time and access to the internet.
4. You will generally be able to access the Web Service through the Website, but we do not guarantee that the Web Service will be available to you at all times. For example, at certain times, the Web Service may not be available due to system maintenance, circumstances beyond our control, or other reasons. During these times, you may contact Customer Service at 855-456-8048 to perform certain requests. You agree that we have no liability to you for any period of time during which the Web Service is not available to you, regardless of the cause.

#### **Mobile Application**

The Home Credit Mobile Application is an extension of the Web Service and is available to all users who have enrolled in the service and accepted these terms and conditions. To use the Mobile App, you must enroll for the Web Service and use your existing username and password to log on. The Mobile App is available for download to your mobile device by visiting [www.homecredit.com/mobile/app](http://www.homecredit.com/mobile/app). All the features and services available through the Web Service may not be available in the Mobile App and we do not guarantee that the features and services will be compatible or operate with your Mobile Device, your Mobile Device service plan, or any other hardware, software, equipment, or device you install on or use with you Mobile Device. HCUS does not charge a fee for using the Mobile App, however standard text messaging and internet data rates may be charged by your internet or wireless carrier. **YOU ARE SOLELY RESPONSIBLE FOR ANY CHARGES AND FEES BY YOUR INTERNET PROVIDER OR WIRELESS CARRIER.**

### **SECURITY AND ACCEPTABLE USE OF SERVICE**

#### **Security**

1. You will use a username and a password, and/or other security and authentication procedures as we may require to access your Account(s) through the Web Service. We may, in our sole discretion, set standards (i.e. combinations of letters, numbers, and special characters) for your username and password(s) and will notify you of those standards through the Website. We may require you to change your password at any time.
2. We may also require additional security procedures to access the Web Service or initiate certain transactions. We may also, at our option, offer you additional, optional security procedures to enhance the security of your Account. We may also require the use or activation of specific applications, internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize the Web Service. We may also acquire detailed information concerning the computers and Mobile Devices you use to access the Web Service, including telephone numbers and unique internal and network identifiers for

your computers and Mobile Devices, in order to facilitate and enhance secure access to the Web Service. Your username, password and any other security measures we may offer or require are collectively referred to as "Credentials."

3. You agree to keep your Credentials confidential and not share them with others. You agree to access the Web Service only from computers, Mobile Devices, networks, and with software which you have reasonable assurance are secure and free from malicious software which could compromise your Credentials and other confidential information available through the Web Service. For your protection, you should sign off after every online session and close your browser to ensure confidentiality. When you give someone your Credentials, you are authorizing that person to use the Web Service, and you are responsible for all transactions performed by that person, even those that you did not intend. You are also responsible for transactions that you, or someone acting with you, initiate with fraudulent intent.

**If you permit any other person to use the Web Service or your Credentials or other means to access your account, you will have authorized that person to access your account, and therefore will be solely responsible for any transactions that person initiates, authorizes, or completes.**

4. You agree that we may place cookies and other identifiers on the computers and Mobile Devices you use to access the Web Service. Cookies help us confirm your identity and help us keep your transactions secure when you use the Web Service. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Web Service and other websites, and optimizing the performance of the Website.
5. You agree to notify us immediately if you believe an unauthorized person may have obtained your Credentials without authorization or may have accessed your Account through the Web Service without your authorization. You agree to periodically and carefully review your transactions either online or via your paper account statements, and to notify us if someone has, or may, conduct transactions on your Account(s) without your permission, or if you suspect any other fraudulent activity related to your Account(s). To notify us, please contact Customer Service at 855-456-8048.
6. In the event of unauthorized use of your Credentials, you may be liable for resulting losses to the extent permitted by law. Please refer to other agreements you may have with us for other applicable liability limits and complete disclosures.

#### **Security of Data Download and Storage**

1. You agree and understand that:
  - you assume all risk that any Account information you download may be accessed by unauthorized third parties;
  - if you send the information in a manner that is not secure, or if you take the Account information out of our secure systems by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours;
  - we are not responsible for the security and confidentiality of the Account information if you use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded.
2. You agree that any Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

#### **Your Use of the Web Service**

You agree not to use the Web Service or the content or information delivered through the Web Service in any way that would:

- have the affect or appearance of conducting, or attempting to conduct, penetration tests, vulnerability scans, or other assessments of the configuration, security posture, or performance characteristics of the Web Service, our networks or computers;
- be fraudulent or involve the sale of counterfeit or stolen items, including, without limitation, use of the Web Service to impersonate another Person or entity;
- violate any applicable law, statute, ordinance or regulation, including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;

- be false, misleading or inaccurate;
- be defamatory, trade libelous, obscene, discriminatory, unlawfully threatening or unlawfully harassing;
- potentially be perceived as illegal, offensive or objectionable;
- interfere with or disrupt computer networks connected to the Web Service;
- interfere with or disrupt the use of the Web Service by any other user;
- circumvent, compromise, or defeat any security measures implemented on the Web Service, including to gain or attempt to gain unauthorized entry or access to the Web Service or the computer systems of others, other accounts, Credentials, Personal Information or use the Web Service in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- allow you to copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Web Service is based;
- affect us adversely or reflect negatively on the Web Service, HCUS, our goodwill, name or reputation; or
- infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

### **ELECTRONIC COMMUNICATION DISCLOSURE**

#### **Disclosure for Electronic Communication**

We may provide the option of sending future Account Communications to you in electronic form. If you give us consent at any point in time to send Account Communications electronically, you may withdraw your consent to electronic communication at any time by notifying us via telephone or by writing to us.

#### **Description of General Notices and Electronic Communication**

We will electronically provide you with Account Communications such as disclosures, notices, agreements, fee schedules, or other information we choose to provide to you or that you sign, submit, or agree to at our request in connection with any product or Service you obtain or access online via the Web Service (Account Communications). Your consent does not mean that we must provide Account Communications to you electronically, and we may, at our choosing, provide any Account Communications to you on paper.

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Account or the Web Service through mail, electronically, or by other means available. This information may be sent to the postal or electronic mail address ("Email Address") of the Primary Cardholder of the applicable Account as reflected in our records, unless a different postal or email address has been specified in this Agreement or other applicable agreements you have with us. This information may also be provided to you electronically through the messaging system ("Secure Message Center") made available to you through the Web Service. Account Communications that are posted on our Website or the Web Service will be deemed to be delivered to, and received by, you at the time that we display it to you or send notice in accordance with this Agreement that it is posted on our Website or the Web Service, as applicable. The Cardholder receiving the notice is responsible for providing copies of all Account Communications to all Authorized Users with access to the applicable Account. We reserve the right at all times to deliver all Account Communications to you through the U.S. Postal Service or an alternative courier.

#### **Electronic Delivery and Communication**

Unless otherwise required by applicable law, if we are required to provide you with information in writing and you are enrolled in electronic statements or electronic disclosures, we may, at our option, send it electronically either:

- in full to your Email Address;
- by posting the information on our Website;
- to your secure messaging portal in the Web Service ("Secure Message Center"); or
- by sending you a notice to your postal address or email address informing you that the information has been posted and providing instructions on how to view it.

#### **Record Retention**

You may print, download, or save a copy of any electronic Account Communications for your records, including this Agreement. If you need a copy of a statement, disclosure, or other communication that is not available on the website, please contact Customer Service.

### **Returned and Undeliverable Correspondence**

Unless otherwise prohibited by the laws governing your Account, we may discontinue sending you electronic statements, notifications, documents, or other Account Communications if two or more separate items are returned undeliverable. We will require you to provide us with a valid postal address or email address before continuing delivery of all Account Communications. In addition, we may discontinue sending Account Communications through the delivery method generating the returns and may utilize an alternative delivery method.

### **System Requirements**

In order to view and retain your electronic Account Communications, you will need:

- Internet access, a Current Version of an Internet browser we support, and an email address;
- A current version of a PDF reader; and
- A printer or other storage device, if you wish to save or print the Communication.

You must have a computer or mobile phone or device using a Current Version of an operating system capable of supporting all of the requirements described above. In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular Mobile Devices. We will tell you in advance when this is the case. If you are using a handheld device you may also need Bluetooth or wireless capabilities to print or download the electronic Communications. By "Current Version", we mean a version of the software currently supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with this transaction. If we change these hardware or software requirements, and that change creates a material risk that you would not be able to access or retain your electronic Communications, we will notify you.

### **Your Right to Paper**

We are required by law to provide specific information to you "in writing," which means you have a right to receive that information on paper. Therefore, you may request a paper copy of any electronic Communication at any time by calling Customer Service at 855-456-8048. We may charge a service fee for any paper copies that you request. The applicable fees are listed in your Cardmember Agreement.

### **Withdrawing Your Consent to Electronic Communications**

Your withdrawal of consent for electronic Account Communications does not affect any other consent you have given us at any other time or will give us at any other time in the future to use electronic records and signatures. You may withdraw your consent to electronic Account Communications by calling Customer Service at 855-456-8048 or writing to us.

## **ELECTRONIC STATEMENTS (E-STATEMENTS)**

### **Description of Electronic Statements**

This section of our Agreement describes the terms and conditions that apply to electronic statements (e-statements) available in the Web Service. We offer electronic statements for your Account, allowing you to replace your mailed (paper) statement with an electronic version that you can view on the Website, save to your computer, or print at your convenience. Any legal notices or disclosures that are normally included in your mailed statement or that we would otherwise deliver to you by mail concerning your Account may be delivered to you electronically. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Account. The following is a brief description of the various features of and requirements for using electronic statements. From time to time, we may add to, modify, delete, or update any feature of the electronic statements.

### **Accounts Eligible for Electronic Statements**

We reserve the right to determine and limit, at any time, the types of accounts that may enroll in and view electronic statements. In order to enroll in and use electronic statements, you must have an Account enrolled in the Web Service. If your account is not eligible for electronic statements, we will send you a paper (written) statement each statement cycle.

### **Enrollment for Electronic Statements**

The electronic statement option for your Account(s) is available if you have enrolled in the Web Service, have provided us with a valid email address, and have accepted the terms and conditions associated with electronic statements. In addition, please note the following:

- we will continue to send you paper (written) statements unless you elect to stop receiving paper statements;
- if you are enrolled in electronic statements, additional notices may be available on the Web Service and you may not receive a paper (written) copy (example: our Privacy Policy);
- you may elect to stop receiving paper (written) statements at any time;
- you may elect to receive paper (written) statements instead of electronic statements at any time.

To make changes to the delivery method of your monthly statements, please visit the “Statements” tab in the Web Service or contact Customer Service.

### **Accessing Your Electronic Statements**

Your electronic statement, legal notices and disclosures will be available to you on the Website after successfully logging into the Web Service. You will need to ensure that your computer software meets the requirements provided on the Website in order to view, print, and/or save your electronic statement and legal notices. Your statements are available online for up to a maximum of three (3) months. There may be a gap in the current or previous statements available online for some types of Accounts if you do not enroll immediately at the time your account is first opened or if you enroll in the middle of a statement cycle. You may request copies of previous statements that are not available on the Website through the “Secure Message Center” Portal or by contacting Customer Service. Fees may apply to requests for previous statements, please refer to your Cardmember Agreement for details. If your access to the Web Service is terminated, your access to electronic statements will be terminated as well. Paper statements are retained for a maximum of 7 years.

### **Systems Requirements for Electronic Statements**

Your Electronic Statements will be made available as an Adobe® Portable Document Format (PDF) file. To access and retain a PDF file, you need Adobe® Acrobat Reader software installed on your computer or device. You may download the reader software application from Adobe’s website.

### **Change Statement Delivery Method and Unenrolling from Electronic Statements**

You can change the way we send you Account statements (to enroll in, or unenroll in, electronic statements) by visiting the “Statements” tab in the Web Service. We may also offer other methods for changing your delivery options either directly or through one of our affiliates. When you change your statement delivery option, the change will take effect in your next statement cycle. If you are enrolled in electronic statements, we will send you an email notification every statement cycle to inform you that your statement is available for viewing. We always reserve the right to communicate with you in writing using the U.S. Postal Service or an alternate delivery method. For Accounts that are in default, subject to the automatic stay in bankruptcy, or as we deem appropriate, we may elect to discontinue delivering electronic statements.

### **Annual Summary Statement**

If applicable to your account type, your Annual Summary Statement may be available online. If applicable, you may request a paper copy of your Annual Summary Statement by contacting Customer Service.

### **Address Changes**

It is your responsibility to ensure that the current contact information is current and accurate. You agree that you will notify us immediately in the event of a change to your physical address, postal address, email address, or any other contact information. Changes to your contact information can be made in the Web Service, by writing to us, or by calling Customer Service. To receive electronic communications you must provide us with a valid email address and postal address.



1. Address changes may be initiated:
  - at your request. You may instruct us to change the physical address, postal address, or email address to which we send notices or Account Communications concerning your Account(s) at any time;
  - if we receive an address change notice from the U.S. Postal Service;
  - if we receive information from a third-party company who provides correct address information that the address in our records no longer corresponds to your address; or
  - if we receive notification from an affiliate that you have changed your physical address, postal address, or email address on file with the affiliate.
2. You agree that we may, but are not required to, share any notification of a change of physical address, postal address, or email address that we receive with any of our affiliates.
3. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

### **Implementation of Notices**

Any notice you send us will not be effective until we actually receive it and have had a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account Communications we send you will be effective when mailed, sent electronically or otherwise made available to you.

## **ADDITIONAL SERVICES OFFERED THROUGH THE ONLINE WEB SERVICE**

### **ACCOUNT ALERTS**

This section of the Agreement describes the terms and conditions that apply to our alerts service ("Alerts").

#### **Description of Alerts**

The Alerts option allows you to request and receive messages about your Account(s). You may receive alerts through email message(s) and/or text enabled cell phones. With the exception of some alerts, each alert will be effective after set up of the alert parameters using the "Alerts" tab in the Web Service. For the safety and security of your account, you will automatically receive some alert types, outlined below.

#### **Registration for Alerts**

Fraud alerts will be sent to you automatically (see 'Fraud Alerts' below). You may enroll in additional Alerts through the Web Service. To receive alerts, you must set up each alert separately using the "Alerts" tab. You may make changes to your personalized alerts at any time by visiting the "Alerts" tab.

#### **Alert Types and Delivery**

We provide the following types of Alerts:

1. General and Security Alerts

General & Security Alerts are sent to you following important account activities or when certain changes are made online through the Web Service, such as a change in your email address, home address, telephone number, online username or password, or if we suspect irregular card activity (see 'Fraud Alerts' below). We will automatically send you these types of alerts. You have the option to stop these General & Security Alerts.

2. Account Alerts

Account Alerts must be activated by you. Account Alerts allow you to choose optional alert messages for your accounts. Each Account Alert has different options available, and you may personalize the type of alerts, delivery method, and frequency. Please visit the "Alerts" menu in the Web Service to activate, make changes, or remove Account Alerts.

3. Account Notification Alerts

Account Notification Alerts provide you with important account notifications, such as information about a payment or availability of an electronic statement and may be sent to your primary email address or primary cell phone number via SMS text message. You may stop these Alerts at any time by visiting the "Alerts" menu in the Web Service.

Alerts are subject to the following:

- We may add new alerts or cancel old alerts. We typically notify you when we cancel alerts, but are not obligated to do so.
- Alerts will be sent to the primary email address you have provided on the Web Service. You can also choose to have alerts sent to a secondary email address, a mobile device that accepts text messages, or a mobile device that can receive our Mobile Application Alerts through a push notification system. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While HCUS does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier.
- We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control. We don't guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, misdirected delivery of an alert, for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.
- Alerts are not encrypted. We will never include your password or full account number in the Alert message or email. However, alerts may include your name and some information about your accounts. Depending upon the type of alert, information such as your account balance, transaction information or the due date for your credit card may be included. Anyone with access to your alerts will be able to view the contents of these messages.

### **Fraud Alerts via Text Message**

We may send you fraud alerts via a text message to your mobile phone number in regards to your Account. Text message fraud alerts will be a Free to End User (FTEU) campaign. However, data rates may apply depending on your mobile carrier plan. You can opt out of a campaign at any time by following the instructions included with that particular message. For help with SMS text messages, please contact Customer Service at 855-456-8048.

### **Supported Cell Phone Carriers for Alerts**

We currently support most major cell phone carriers for this service.

### **Alert Provisions Control**

If this Section conflicts with any other provisions of the Agreement, unless otherwise provided by this Section, this Section governs your rights and responsibilities and our rights and responsibilities with respect to the use of the Alerts service.

### **PAYMENTS AND PROCESSING PAYMENT REQUESTS**

This section of the Agreement describes the terms and conditions that apply to Payments made via the Web Service.

#### **Description of Payments**

You may make Payments to your Home Credit Account via the Web Service. Payments may be made as either a one-time payment or on a recurring basis. Please note the processing times outlined below for payments made via the Web Service. In addition, you may make payments by contacting Customer Service via telephone or mail.

#### **Processing of Payment Requests**

- Payments can be made in two ways, on a one-time or recurring basis. One-time payments may be immediate or scheduled for a future date. The recurring payment feature may be used when a designated amount is paid at regular intervals. For example, a \$100 payment from a checking account to your credit card account which occurs every month.
- One-time immediate payments can be made from a checking or savings account from your financial institution.
- Scheduled and recurring payments can be made from a checking or savings account from your financial institution.
- Some account types, including those with foreign addresses, cannot be set up for payments.
- Immediate, scheduled, or recurring payments may not be immediately reflected in your account balance.
- One-time payments made on a weekend or a non-Business Day will be posted on the following Business Day.
- Payments not scheduled on a Business Day will be processed on the Business Day prior to the date the payment was scheduled to be processed.

- Payments to your credit card Account made before 5:00 p.m. Central Time (CT) will be credited with the date the payment is submitted. Payments submitted on or after 5:00 p.m. Central Time (CT) will be credited as of the next business day. Updates to account balances, funds availability, and transaction posting may take up to 10 Business Days.
- Scheduled Payments can be entered as a one-time transaction up to 180 days in advance.
- If the financial institution upon which your payment is drawn rejects, refuses, or returns the payment, the payment to your HCUS credit card Account will be reversed and you may incur a late payment or other fees. In addition, the financial institution holding your deposit account may also impose a returned item or other fee. Please see your Cardmember Agreement and your financial institutions deposit account agreements for details.

#### **WEB SERVICE MESSAGING PORTAL (“SECURE MESSAGE CENTER”)**

You may communicate with us through the Secure Message Center provided in the Web Service. Please note that you may not receive an immediate response while communicating via the Message Portal. We will do our best to respond to your request(s) as quickly as possible. If your request(s) requires immediate attention, please contact Customer Service via telephone.

#### **AUTHORIZED USERS**

At this point in time, Authorized Users on your credit card Account will not have access to the Web Service. Only Primary Account holders will be able to use the Web Service.

#### **PRIVACY POLICY**

HCUS has a commitment to keeping information about you secure and confidential. Our Privacy Policy outlines our promise to carefully manage information about you and your relationship with our companies and affiliates. In addition to these protections, you may at any time choose to limit our use of information collected from other institutions and our affiliates. You may update your privacy options by calling Customer Service, writing to us, or sending us a request through the “Secure Message Center” messaging system in the Web Service. A full copy of the Privacy Policy is available at [www.homecreditus.com/privacy](http://www.homecreditus.com/privacy).

#### **Privacy and Use of Information**

1. We are committed to protecting your privacy. All information gathered from you in connection with using the Web Service will be governed by the provisions of the HCUS Privacy Policy.
2. You agree that we may, in our sole discretion, collect and retain certain information and use that information to market our products and services to you.
3. The type of information we may collect, retain and use concerning you includes, but is not limited to, your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Mobile Device(s) you use to access the Web Service. The information may be stored in the United States or other countries, and is protected in accordance with HCUS information security standards.
4. You agree that if you access the Web Service we may track and record your geographic location.
5. We may use automated processes to detect any use of the Web Service that violates the terms of this Agreement or any applicable law.

#### **Contacting Us**

If you have any questions about our Online Privacy Policy or wish to request a copy of the Policy, please visit the link located at the bottom of the page titled “Privacy”.

#### **OTHER IMPORTANT LEGAL NOTICES**

##### **Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTIES OF ANY KIND FOR THE WEB SERVICE OR THE SERVICES PROVIDED THROUGH THE WEB SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE WEB SERVICE, ACCESS TO YOUR ACCOUNT, OR OTHER SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT INFORMATION

PROVIDED TO YOU WILL BE ACCURATE OR RELIABLE, DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE THAT MAKES THE WEB SERVICE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability**

If the Web Service is not available due to malfunction of the system or circumstances beyond our control, you agree to access your accounts by other means such as Customer Service via telephone or Customer Service via writing. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments.

Except as otherwise provided in this Agreement or by law, HCUS nor any of its affiliates, subsidiaries, licensors, suppliers, account providers, service providers, or any other of their affiliates are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or exemplary damages, including lost profits, attorney fees, goodwill, use, data or other intangible losses (even if advised of the possibility thereof) resulting from (i) the use or inability to use the Web Service; (ii) the cost of procurement of substitute goods and services or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Web Service; or, (v) any other matter relating to the Web Service including the installation, operation, or maintenance of your computer or related equipment.

### **Indemnity**

You agree to indemnify and hold HCUS, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Web Service, your use of the Web Service, your connection to the Web Service, infringement or misappropriation of intellectual property rights, your violation of this Agreement, your negligence or willful misconduct, or your violation of any rights of another.

### **Amendments to this Agreement**

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement on the Website. The Website will be updated on or before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Web Service after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to your Account(s) are governed by this Agreement unless otherwise governed by other applicable account disclosures or Agreements. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

### **Disputes**

Any claim, dispute, or controversy arising out of or relating to the Web Service, Website, or Services, or breach, termination, enforcement, interpretation, or validity of this Agreement, will be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") before a single arbitrator. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties. If the parties cannot agree on an arbitrator, then an arbitrator will be selected as set forth in the AAA's rules. Payment of all filing, administration and arbitrator fees will be governed by AAA's applicable rules. The arbitration shall be held in Johnson County, Kansas. IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

HCUS AND YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, HCUS AND YOU WAIVE THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER.

**THE ARBITRATION AWARD WILL BE THE SOLE AND EXCLUSIVE REMEDY BETWEEN THE PARTIES REGARDING ANY AND ALL CLAIMS AND COUNTERCLAIMS.** All awards of the arbitrator must be in writing and will be final and binding on both of HCUS and you, and a court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

HCUS and you agree that either party may bring suit in court to enjoin infringement or other misuse of HCUS intellectual property rights.

**This arbitration provision is our full and complete agreement relating to the formal resolution of disputes arising out of the Agreement.** If any portion of this arbitration provision is deemed unenforceable, the remainder of this arbitration provision will be enforceable.

#### **Governing Law**

You agree that your use of the Web Service shall be governed by all applicable federal laws and the laws of the State of Kansas. Each of your Account(s) will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Account(s) (for example, your Cardmember Agreement with us). Notwithstanding the foregoing with respect to applicable substantive law, any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act and federal arbitration law and the laws of the State of Kansas, without regard to principles of conflict of laws.

#### **Proprietary Rights**

1. Other than your personal account information, all content included or available on the Web Service, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of HCUS, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Web Service is the exclusive property of HCUS and/or its licensors and is protected by copyright or other intellectual property rights.
2. The trademarks, logos, and service marks displayed on the Web Service (collectively the "Trademarks") are the registered and unregistered trademarks of HCUS, or third parties. Under no circumstances may you use, copy, alter, modify, or change these Trademarks. Nothing contained on the Web Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of HCUS, or the third party which has rights to such Trademarks, as appropriate.

#### **Notification of Copyright Infringement**

If you believe that the Web Service or Website contains elements that infringe your copyrights, please provide HCUS's designated copyright agent with the following information in writing:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Home Credit US  
Attn: Legal Department  
6240 Sprint Parkway

For additional information regarding this procedure, please reference 17 U.S.C. 512.

**No Commercial Use**

You agree that the Web Service and other Services are only for the personal use of individuals authorized to access your HCUS account information. You agree not to make any commercial use of the Web Service offered thereunder or resell, lease, rent or distribute access to the Web Service.

**Export Control; International Use**

The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR. You agree to access and/or download Controlled Technology related to this Service. You further agree in your use of the Web Service not to access or download Controlled Technology from any country where such access or download is prohibited by United States export control laws and agree that you are not a Person or entity to whom such access or download is prohibited. Those choosing to access the Web Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

**Entire Agreement**

In combination with other applicable agreements as described in this Agreement, this Agreement represents the agreement between you and HCUS regarding the Web Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Web Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

**Waiver**

We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

**Failure to Act is Not a Waiver**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**Headings**

Section, paragraph or other headings in this Agreement are for convenience or reference only, and do not limit or modify the provisions of this Agreement.

**External Links**

Links to other sites may be provided on the Website for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Web Service web pages. You agree that we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Website. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Web Service may send cookies to users that we do not control. You may link to the home page of our Website. However, you may not link to other pages of our Website without our express

written permission. You also may not "frame" material on our Website without our express written permission. We reserve the right to disable links from any third party sites to the Website.

#### **Termination of this Agreement**

1. This Agreement will be in effect at all times while you are using the Web Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement, your access to any Account(s) through the Web Service, or your use of any Services in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.
2. If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your Accounts or other Services. You further agree that access to an Account or Service through the Web Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time and for any reason. We will not be required to reinstate or re-activate your access. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of a suspended Account by calling Customer Service at 855-456-8048. If you do not access your Accounts through the Web Service for an extended period of time, we may terminate your Web Service.
3. In the event you wish to cancel the Web Service, please contact Customer Service.
4. Any payment(s) the Web Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments made through the Web Service will not be processed once the Service is cancelled. Recurring payments will continue if you cancel the Web Service. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **WEB SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

You may terminate your use of the Web Service at any time by calling Customer Service at the telephone number or address provided below. If you terminate this Service, you will no longer have access to electronic communications, electronic statements, or the Services we provide through the Web Service.

#### **Home Credit US Contact Information**

If at any time you have questions regarding this Agreement, the Web Service, your HCUS Account(s), or have additional questions, please note the following ways in which you may contact us:

- Online through the Web Service "Secure Message Center"
- Calling Customer Service at 855-456-8048
- Writing to us at:  
Home Credit US  
P.O. Box 2394  
Omaha, NE 68103-2394