

## CreditStacks Terms of Use

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These terms of use ("Terms of Use") are provided on behalf of CreditStacks and its affiliates ("we", "us", "our"). By using [www.creditstacks.com](http://www.creditstacks.com), including any pages thereof (the "Site"), you acknowledge that you have read, understand and agree to be bound by these Terms of Use, regardless of whether you are a registered user of our products or services (each a "Service", collectively referred to as "Services"). If you do not wish to be bound by these Terms of Use, you should not access or use the Site or Services. If there is any inconsistency between these Terms of Use and another agreement you enter into that is applicable to a Service offered on the Site, then the other agreement will take precedence as it applies to the Service.

### Changes to These Terms of Use

We reserve the right, in our sole discretion, to modify these Terms of Use at any time. Changes to these Terms of Use will become effective immediately upon the posting thereof. Please review these Terms of Use often to keep yourself apprised of any changes. Your continued use of the Site following the posting of changes will constitute your acceptance of the revised Terms of Use.

### Eligibility

This Site is intended solely for users who are 18 years of age or older, and any registration or use of the Site by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the Site, you represent you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or violate any other agreement with us, we may terminate your registration and/or prohibit you from using or accessing our Services or the Site.

### Registrations and Applications

You may be presented with the opportunity to register for an account and apply for a credit card through the Site. When you register for an account or apply for a credit card, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, we have the right to reject or cancel your account registration, reject any application you have submitted, terminate any agreement we have with you, and restrict your future use of the Site and our Services. We reserve the right to decline any application for a credit card.

## Your Account

To access our Services, you will be required to register and create an account on the Site. You may not disclose your user name or password to any third party. If you learn of any unauthorized use of your password or account, please contact us immediately. You may be required to log-in in order to use certain parts of the Site.

## Your Content and Information Sharing

By providing information or content on the Site, you expressly agree to all of the following: (i) You grant us a non-exclusive, transferable, sub-licensable, royalty-free, world-wide license to use any information or content that you provide in connection with your use of the Site and our Services, subject to the privacy provisions described in our [Privacy Policy](#);

(ii) We have the right to review, delete, edit, modify, reformat, excerpt, or translate any of your information or content; and

(iii) You are solely responsible for the content and information you make available through, or in connection with, our Services.

All the information and content that is either:

(i) posted on the Site or

(ii) privately transmitted through the Site or via other means, in connection with our Services, is the sole responsibility of the person from whom that content originated. We will not be responsible for any errors or omissions in any information or content posted by a user.

We will not share or sell any of your information with any third party, except as specifically described in our [Privacy Policy](#), which is incorporated by reference into these Terms of Use.

## Restrictions on Use

You agree to abide by all applicable laws and regulations when using the Site and our Services. In addition, you agree that you will not do any of the following:

- Register for more than one account, or register for an account on behalf of an individual other than yourself or on behalf of any group or entity, unless specifically authorized;
- Post or otherwise make available content, or take any action on the Site, that may constitute libel or slander; that infringes or violates someone else's rights; that infringes or violates any copyright or trademark; or otherwise violates the law;
- Post or otherwise make available content that, in our judgment, is objectionable, such as content that is harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or otherwise objectionable, or that restricts or inhibits any other person from using or enjoying the Site, or that may expose us or our users to any harm or liability of any type;



- Post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials;
- Use information or content on our Site to send unwanted or unauthorized messages to any other user;
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- Post or otherwise make publicly available on the Site any personal or financial information of any third party;
- Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- Use the Site or our Services in any manner that could damage, disable, overburden or impair the Site;
- Harvest or collect email addresses or other contact information of our users from the Site by electronic or other means, including via the use automated scripts; or
- Post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

### **Intellectual Property Proprietary Rights; Copyrights; Trademarks**

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All right, title and interest in and to the Website, any content thereon, our products and services, the technology related to our products and services, and any and all technology and any content created or derived from any of the foregoing is our or our licensors' exclusive property.

## **Copyright Complaints**

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via email to [info@credistacks.com](mailto:info@credistacks.com). In your notification please:

- Confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- Identify the copyrighted work or works you claim has been infringed;
- Identify the material that you claim is infringing or is the subject of infringing activity and that you request be removed; please include information reasonably sufficient to permit us to locate the material;
- Provide your contact details, including an email address; and
- Provide a statement that the information you have provided is accurate and that you have 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.

## **Links to Third Party Websites**

We are not responsible for the information practices employed by sites linked to or from the Site. In most cases, links to third-party web-sites are provided solely as pointers to information on topics that may be useful to our users. Since third-party web-sites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

## **Use of Personally Identifiable Information**

Our practices and policies with respect to the collection and use of personally identifiable information are governed by our [Privacy Policy](#).

## **No Warranty; Errors; Disclaimers**

CreditStacks does not guarantee the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the content of this web site and disclaims liability for errors or omissions." Any estimates or examples that we provide on the Site may be different than



actual amounts. You agree that we may promptly correct any error that we discover, including any error in calculating your credit card rates. If the error results in your receipt of an incorrect interest rate, APR or fee, we will notify you and provide you with the correct rate. You agree to provide any additional consent necessary to correct any errors that occur.

### **Limitation of Liability**

You agree that all access and use of the Site and its contents and your use of the Services is at your own risk. Neither we, nor any third party involved in creating, producing or delivering the Site and/or Services, has or will have any responsibility for any consequences relating, directly or indirectly, to any action or inaction that you may take based on the Site and/or Services, or any aspect thereof.

WE WILL NOT BE HELD LIABLE FOR ANY DEFECTS, FAULTS, INTERRUPTIONS OR DELAYS IN THE OPERATION OR TRANSMISSION, PRODUCT, AND/OR OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE/SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN CONNECTION WITH THE SITE/SERVICE OR PRODUCT, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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### **Indemnity**

You agree to indemnify, defend and hold us harmless from and against any and all third party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') submitted content, use or misuse of any aspect of the Services or Site, or your violation of these Terms of Use. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Site/Services reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and any such third party.



## **Miscellaneous**

These Terms of Use shall be governed in all respects by applicable federal law and the law of the State of Delaware.

Your obligations under these Terms of Use are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site/Services or any aspect hereunder, in whole or in part, without our prior written consent.

## **Severability**

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of these Terms of Use shall remain in full force and effect.

## **Question**

Please contact us at [info@creditstacks.com](mailto:info@creditstacks.com) with any questions regarding these Terms of Use.