



## Credit GPS Terms of Service

Please read the following important terms and conditions ("Terms") carefully. These Terms govern your access to and use of the Software (as described below), and constitute a binding legal agreement between you, as a user of the Software, and Credit GPS. Your access to and use of the Software is conditioned on your compliance with these Terms. By creating an Account and accessing the Software, you agree to be bound by these Terms.

### **1. Software APP.**

Credit GPS is a credit and financial recovery app that advocates a holistic and self-help approach to credit and debt management. By utilizing Credit GPS and through your own effort, time, and dedication to changing your own personal circumstances, you can improve your credit and financial situation. You alone are responsible for the quality of your results. Credit GPS also provides you with the ability to interact with our Credit GPS community directly through our Community Blog within Facebook by utilizing the share buttons within the Software.

### **2. Registration.**

In order to access certain features of the Software, and to post Content (as defined below), you must create a Credit GPS account ("Account"). To create an Account you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. When you register, you will receive a pin and your account will be activated. You agree that you will be solely responsible for any activities or actions taken under your Account, whether or not you have authorized such activities or actions. You agree that the information that you provide to us upon registration, and at all other times will be true, accurate, current and complete. By creating an Account you consent to the use of: (i) electronic means to complete these Terms and to provide you with any notices given pursuant to these Terms; and (ii) electronic records to store information related to these Terms or your use of the Software. Credit GPS cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

### **3. Privacy.**

When you use the Software, Credit GPS will collect certain personally identifiable information from you as set forth in more detail in the Credit GPS Privacy Policy, which is hereby incorporated by reference. When you download the Software, Credit GPS has access to identifiable information in the registration process, and will monitor, your usage of the Software as you send and receive Content. By downloading and using the Software, you have indicated that you agree that Credit GPS may collect, use and disclose information you provide during your use of the Software, as set forth in the Privacy Policy. As part of providing you the Software, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Software and your Account, which you may not be able to opt-out from receiving.

## **4. Beta Version of Services.**

The Software is currently available only as a public beta version and is provided for evaluation and testing purposes only. Credit GPS is willing to allow you to participate in the evaluation and testing of the beta version of the Software on the condition that (i) you abide by these Terms; (ii) you regularly test, use and evaluate the Services; and (iii) you provide feedback to Credit GPS regarding your use of the Software including, any errors, bugs or other issues related to the Software. You may be asked to provide comments, suggestions, and feedback regarding your use of the Software and you acknowledge and agree that any such Feedback (as defined herein) you provide regarding the Software is given entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Credit GPS.

## **5. Payment.**

The beta version of the Software is currently made available to users free of charge; however, Credit GPS reserves the right to charge a fee for using the Services at any time. Credit GPS may begin charging a fee for your continued access to the Software at any time with 30 days prior notice to you.

## **6. Content**

You are responsible for any text, data, graphics, images, and other content made available through the Software that you post, upload and otherwise submit through the Software, including without limitation in your Social Media profile pages ("Content" ) and the consequences of posting or publishing it. In connection with your Content, you affirm, represent, and/or warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize Credit GPS to use all rights in and to any and all of your Content in the manner contemplated by the Software and these Terms. For clarity, you retain all of your ownership rights in your Content, however, by submitting Content to and through Credit GPS, you hereby grant Credit GPS a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content solely in connection with the Software and Credit GPS's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Software (and derivative works thereof) in any media formats and through any media channels. Credit GPS will

not sell or distribute your Content with third parties except to provide the Software, unless you specifically grant us the right to do so.

In connection with Content, you further agree that you will not: (i) submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law; (ii) publish falsehoods or misrepresentations that could damage Credit GPS or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements; or (v) impersonate another person. Credit GPS does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Credit GPS expressly disclaims any and all liability in connection with any Content. Credit GPS reserves the right to decide whether content is appropriate and complies with these Terms, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Credit GPS may remove such Content and/or terminate your access for uploading such material in violation of these Terms at any time, without prior notice and at its sole discretion. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available Content or other materials that are believed to violate these Terms.

It is the policy of Credit GPS to terminate your access to the Software if you infringe the copyright rights of others upon receipt of proper notification to Credit GPS by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Software in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You may contact our Copyright Agent at [info@creditgps.com](mailto:info@creditgps.com)

## **7. Restrictions.**

The Software may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, and national laws, treaties and regulations in connection with your use of the Software. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Software:

upload, post, email or otherwise transmit (1) any Content to which you do not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the Content); or (2) any Content that infringes the intellectual property rights or violates the privacy rights of any third party

(including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

use the Software to collect or store personal data about other users without their express permission;

knowingly include or use any false or inaccurate information in any profile;

upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Software, or interfere with the access of any member or other user to the Software;

circumvent, disable or otherwise interfere with security related features of the Software or features that prevent or restrict use or copying of any Content;

use any meta tags or other hidden text or metadata utilizing a Credit GPS name, trademark, URL or product name;

use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages contained in the Software;

attempt to or actually access the Software by any means other than through the download process and interface provided by Credit GPS;

attempt to probe, scan or test the vulnerability of any Credit GPS system or network or breach or impair or circumvent any security or authentication measures protecting the Software;

attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary systems used to provide the Software;

use the Software in any way that competes with Credit GPS; or

encourage or instruct any other individual to do any of the foregoing.

## **8. Termination; Cancellation.**

We may immediately terminate or suspend your access to the Software and remove any material (including any Content provided by you), in the event that you breach these Terms, at our sole discretion and without prior notice to you. Notwithstanding the foregoing, we also reserve the right to terminate access to the software, access thereto at any time and for any reason. After such termination, you understand and acknowledge that Credit GPS will have no further obligation to provide access to the Software. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease. Credit GPS will not be liable to you or

any third party for termination of the Services or termination of your use of the Software. Upon any termination or suspension, any information (including Content) that you have submitted to the Credit GPS may no longer be accessed by you. Furthermore, Credit GPS will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any third party.

You may terminate your Account at any time and for any reason by simply removing the program from your computer using the add/remove utility or by sending Credit GPS notice. Upon any termination by you, your Account will no longer be accessible. Any cancellation request will be handled within 30 days of receipt of such a request by Credit GPS. Any suspension, termination or cancellation will not affect your obligations to Credit GPS under these Terms (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

## **9. Ownership of the Software.**

The Credit GPS Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Credit GPS and its licensors exclusively own all right, title and interest in and to the Software, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the software. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, except as expressly permitted in these Terms. Any feedback, comments and suggestions you may provide for improvements to the Software ("Feedback") will be the sole and exclusive property of Credit GPS and you hereby irrevocably assign to Credit GPS all of your right, title, and interest in and to all Feedback.

Subject to your compliance with the terms and conditions of these Terms, Credit GPS grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Software and to download and print any Content provided by Credit GPS solely for your personal and non-commercial purposes. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software or Content (other than the Content you have provided), except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Credit GPS or its licensors, except for the licenses and rights expressly granted in these Terms.

## **10. Third Party Websites.**

The Software may provide links to third party websites or resources. You acknowledge and agree that Credit GPS is not responsible or liable for the availability or accuracy of, and Credit GPS does not endorse, such websites or resources or the content, products, or services on or

available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **11. Disclaimers.**

Your use of the Software and Content is at your sole discretion and risk. Credit GPS will not be responsible for any harm to your computer or mobile device, loss of data or other harm that results from your use of the Software. You acknowledge and agree that Credit GPS will not be liable for any damages whatsoever relating to your use or evaluation of the Software. Credit GPS does not make any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Software; or (ii) that the Software and/or Content will be error-free or that any errors will be corrected.

The Software and Content, and all materials, information, products and services included therein, are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. CREDIT GPS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SOFTWARE AND CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. No advice or information, whether oral or written, obtained by you from Credit GPS, will create any warranty not expressly stated in this Agreement.

## **12. Indemnity.**

You agree to defend, indemnify, and hold Credit GPS, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Software or Content; (ii) your violation of these Terms; or (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.

## **13. Limitation of Liability.**

IN NO EVENT WILL CREDIT GPS, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CREDIT GPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL CREDIT GPS'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

## **14. Exclusions.**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

## **15. Export Controls.**

You acknowledge that this software is subject to the U.S. Export Administration Regulations (the "EAR") and that you will comply with the EAR. You will not export or re-export this software, directly or indirectly, to any end-user without the proper government authorizations. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use this software.

## **16. General.**

These Terms shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between you and Credit GPS that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Broward County, State of Florida. These Terms shall constitute the entire agreement between you and Credit GPS concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Credit GPS's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Credit GPS reserves the right, in its sole discretion, to modify, discontinue, or terminate the Software access at any time, or modify these Terms without notice. All modified terms and conditions will be effective after the new terms and conditions have been posted on the Credit GPS website. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Software, and if applicable, cancel your Account. By continuing to access or use the Software after we have posted the new terms and conditions on the site, you agree to be bound by such changes.

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

Last updated as of: April 28, 2011