

# Digital Federal Credit Union's PC Branch Credit Score Service Terms of Use

*Effective Date: December 2009*

*Digital Federal Credit Union's PC Branch Credit Score Service* ("Service") is an online product that enables you to access your FICO<sup>®</sup> Brand Score from Equifax (*Equifax is one of the three largest consumer credit reporting agencies in the United States.*) The Service consists of receipt of your credit score (on a monthly basis) along with two reasons your personal score is not higher, and possible steps to take towards improving your score. This information is for your personal use, subject to your agreement to the provisions set forth below.

Please read the following provisions carefully before using this Service. If you do not agree with any of these provisions, you should not use this Service. By accessing or using this Service you agree to be bound by these Terms of Use.

These Terms of Use apply to Digital Federal Credit Union and this PC Branch Credit Score Service, which are referred to as "DCU" or "This Product". These Terms of Use apply to all users of This Product, including but not limited to registered users of Equifax products or information. These Terms of Use are in addition to, and do not override, the specific terms and conditions of the Customer Agreements that apply to the products or products offered by Equifax should you continue through to the Equifax Website. Each Equifax product also has its own Customer Agreement.

## **1. Disclaimer of Warranties and Liability**

This Product is for informational purposes only, and is intended to provide helpful and informative material on the subjects addressed. DCU does not provide legal or accounting advice and any information you obtain through this Service should not be perceived as such. DCU does not control your credit score, which is a statistical analysis of information contained in your credit file, and we cannot change that information for you. You are entitled to one free credit report per year and can obtain this copy at [annualcreditreport.com](http://annualcreditreport.com). Neither you nor anyone else has the right to have accurate and current information removed from your credit report. However, if information in your report is inaccurate and is affecting your score, you have the right to dispute it by contacting the applicable institution or credit bureau. DCU provides additional information about contacting the credit bureaus elsewhere at [dcu.org](http://dcu.org).

## **2. Loan Products and This Product**

DCU does not and will not make loans or credit decisions based on the information delivered to you through this Service. Since everyone's financial circumstances are different and can change daily, rates and terms offered by DCU will be determined by obtaining a new credit score at the time of application. In addition, currently held rates and terms cannot and will not be adjusted based on information displayed within this Service.

***Please note that when we receive your credit score for this Service a soft inquiry will be posted on your credit file, however your credit score will not be impacted as a result.***

## **3. Confidentiality**

DCU's policy with respect to the privacy of individuals' personally identifiable and other information is set forth in our Privacy Policy, which you received when opening your membership and which is available at [dcu.org](http://dcu.org). The information presented within this Service is not accessible to DCU or DCU employees. Equifax provides this information to your Secure PC Branch page once you have signed up and it is presented to you in graphical form.

You should review DCU's Privacy Policy as well as the Privacy Policy of any company or third party you deal with, carefully.

#### **4. Indemnification**

You agree to indemnify, defend and hold harmless DCU and its affiliates, and their respective officers, directors, employees, agents, licensors and suppliers, and any third party providers of information or products to this Service, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms of Use or any Customer Agreement applicable to products you have purchased through Equifax, or your violation of the intellectual property rights of DCU, Equifax, or any of those other parties.

#### **5. Miscellaneous**

DCU is not responsible for delays or failure to perform due to causes beyond its reasonable control.

It is your responsibility to protect your system from such items as viruses, worms, Trojan horses and other destructive items, and to keep any logon ID and passwords you use to access the Site secret.

If we have not specifically granted you a right under these Terms of Use or a Customer Agreement, that right is reserved to DCU.

These Terms of Use, together with the Member Agreement on the PC Branch Credit Product Sign-up Page, Privacy Policy, and other documents referred to herein and therein, constitute the entire agreement between you and DCU with respect to your use of this Service.

FICO® is a registered trademark of Fair Isaac Corporation.