

Digital Federal Credit Union's Online Banking Credit Score Product Terms of Use

Effective Date: July 2015

Digital Federal Credit Union's Online Banking Credit Score Service ("Service") is an online product that enables you to access your FICO[®] Score based on Equifax data (*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 impacting 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 Online Banking 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.

Request for Product. You agree that by requesting the Product you are providing "written instructions" in accordance with the Fair Credit Reporting Act ("FCRA") and you authorize and instruct Equifax Consumer Services LLC and its affiliates and suppliers (collectively "Equifax") to obtain, monitor, and compile your credit information in order to provide the Product to you and you authorize Digital Federal Credit Union and Equifax to provide the Product to you through the Website. You agree that the Product is provided for informational purposes only and is intended to provide helpful information concerning the subjects that it addresses. You agree that by processing your request for the Product as provided herein, Digital Federal Credit Union and Equifax are not acting as a credit reporting agency or a credit repair organization and are not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating.

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. 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.

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. The information presented within this Service is not accessible to DCU or DCU employees. Equifax provides this information to your Secure Online Banking 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 Online Banking 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.